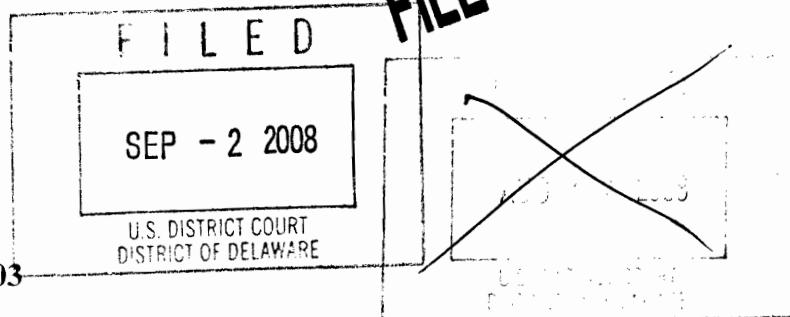


07-525 JJF

Dennis L. Smith  
 P.O. Box 311  
 Selbyville, Delaware 19975

August 29, 2008

United States Attorney's Office  
**Attention: Duty Assistance**  
 Eastern District of Pennsylvania  
 615 Chestnut Street  
 Suite 1250  
 Philadelphia, Pennsylvania 19106  
**Certified Mail No. 7008 1300 0001 1030 1603**



Re: Civil case No. **07 – 3999**, Mr. Smith vs. Ms. Meyers and Civil case No. **07 – 525 – JJF** Mr. Smith vs. Ms. Meyers, both of these civil cases needs a Criminal Investigation, based on Federalize Code **28 U.S.C.A. § 535.**, concerning the United States District Court's Judge Joseph J. Farnan Jr's illegal wrongdoings and the Court of Appeals' Circuit Judges: McKee, Rendell and Smith's "OPINION" and "JUDGMENT" dated July 21, 2008 which illegal cover – up for District Court's Judge Joseph J. Farnan Jr's illegal wrongdoings and others illegally involved.

Dear United States' **Duty Assistance** ::

With respect, the United States Constitution, is not just written on paper, therefore, I want it to be clearly understood that, an Injustice anywhere, is an Injustice everywhere / Public Interest issue.

First of all, in summary, on August 30, 2007, I file an "... **Injunctive Relief** Notice of Motion **Ex parte EMERGENCY Temporary Restraining Order**" which on it face clearly luminously states that it is "... **NOT A LAWSUIT.**" This request of **Injunctive Relief** is for the United States Federal District Court of Wilmington Delaware to use Federalize Code **42 U.S.C.A. § 1981(b).**, to **enforce** Ms. Patricia A. Meyers and my ( Mr. Dennis S. Smith's ) mutual July 12, 2006 agreement, which Ms. Meyers and my ( Mr. Smith's ) mutual October 27, 2003 Power of Attorney is "**PART OF**". I, ( Mr. Smith ) simply and only wanted this same enjoyment as any **white citizen** / Federalize Code **42 U.S.C.A. § 1981(a)**. This mutual July 12, 2006 agreement was designed to allow me (Mr. Smith ) to complete my **written** agreed Obligation on Ms. Meyers **2.5 acres parcel B**, ( Tax Map and Parcel No. 5-33 –11.00-82.03 ), located in a **BEACH / SHORE AREA**.

Mr. Meyers, in her written letter dated August 8, 2008 **illegally superficially – purport to revoke only "PART OF"** our mutual July 12, 2006 agreement, which is the **October 27, 2003 Power of Attorney**, knowing that this illegal act will stop me ( Mr. Smith ) from completing my agreed Obligations on her **2.5 acres parcel B**. Also, Ms. Meyers illegally recorded this **breach** in the States of Delaware, Sussex County Recorder of Deeds to **deceive the Public**. Furthermore, **after** I ( Mr. Smith ) filed this mentioned above "**Injunctive Relief**", I found that Ms. Meyers purported – superficially illegally sold her **2.5 acres parcel B**, ( Tax Map and Parcel No. 5-33 – 11.00-82.03 ), to Mr. Steven S. Krebs **without** our mutual July 12, 2006 agreement **completed**

United States Attorney's Office  
 Attention: **Duty Assistance**  
 August 29, 2008  
 Page # 2

**first.** Details of Mr. Krebs involvement can be found in the United States Federal Court of Wilmington, Delaware civil case No. 07 – 525 – JJF and the Court of Appeals / Third Circuit civil case No. 07 – 3999.

Therefore, recorded Federal records of civil case docket No. 07 - 525 – JJF and civil case No. 07 – 3999, **for proof**, will point out illegal wrongdoings and/or criminal acts and/or Actionable Negligence, against my guaranteed constitutional rights and/or Due Process right(s), involving the following below:

1. The United States District Court of Wilmington Delaware's Judge Joseph J. Farnan Jr., did in fact, illegally Denied me my “ **Injunctive Relief** ”, by **skillfully** twisting the truth into a lie, and therefore would not enforce / **42 U.S.C.A. § 1981(b)**., concerning my mutual July 12, 2006 agreement. See this **Judge's September 11, 2007 Memorandum Order vs. my ( Mr. Smith's ) “... Injunctive Relief ... ” date August 30, 2007** and compare.

\*\* Furthermore, after I (Mr. Smith's) on October 9, 2007 **paid \$ 455.00** and **“APPEALED”** my civil case No. 07 - 525 – JJF from the District Court to United States Court of Appeals civil case No. 07 –3999. Therefore, Judge Joseph J. Farnan Jr., without JURISDICTION continued to deceitfully and illegally interfered, by deceiving me and ordering me to obey his command while being under the command of the United States Court of Appeals. Clearly my **APPEAL** means nothing to Judge Farnan Jr., in reference heretofore, to unlawful, arbitrary and capricious malfeasance color authority racist act(s), see **42 U.S.C.A. § 1983**. Again, I have the right to be treated with justice the same as **white citizen** / Federalize Code **42 U.S.C.A. § 1981(a)**.

2. Court of Appeals issue, concerning civil case No. 07 – 3999. Therefore, by Certified Mail **No. 7007 0220 0001 0621 8181**, I ( Mr. Smith ) mailed my original **April 4, 2008** letter, which enclosed my “ **Notice of Substantive Motion for Stay** ” to this Court of Appeals. Also, enclosed were there copies of same. The Court of Appeals SUSICIOUSLY lost my April 4, 2008 cover letter and its three copies only, but this Court claims that I ( Mr. Smith ) did not send my April 4, 2008 cover letter, but only its “ **Notice of Substantive Motion for Stay** ”. This Court of Appeals does not care about my document(s) based on the fact, that in this **Notice of Substantive Motion for Stay / document's Certificate of Service** , it clearly states **on its face**, and I quote, “ A letter to this Appeals Court will be **Enclosed** this Substantive Motion to STAY Certified Mail No. **7007 0220 0001 0621 8181** ”, which is my April 4, 2008 cover letter, but this Court of Appeals did not care to WRITE me, to inform me that my Certified Mail No. **7007 0220 0001 0621 8181** / April 4, 2008 cover letter is missing. The Motive to why, the Court of Appeals attempted to cover – up my April 4, 2008 cover letter, is because on its face, concerning Judge Farnan Jr's **FINAL ORDER** issue of **September 11, 2007** it clearly states and I quote, “... on October 9, 2007, IAppealed this civil case No. 07 – 525 –JJF

*Supplementary*

United States Attorney's Office  
 Attention: **Duty Assistance**  
 August 29, 2008  
 Page # 3

**From the U.S. District Court, to the United States Court of Appeals 03<sup>rd</sup> Judicial Circuit. This court gave me a civil case No. 07 – 3999.”**

Vs.

**In summary** - keep in mind, if the Court of Appeals' **Legal Assistant Ms. Chiquita Dyer** had my April 4, 2008 cover letter, it would not made any good sense to write her deceitful **May 13, 2008** letter, to attempt to deceive me into allowing my “ **Notice of Substantive Motion for Stay** ” to be and I quote, “.... Treated as a notice of appeal. As it appears that the document demonstrates Mr. Smith's intention to challenge the **final Order** of the District Court entered on **March 5, 2008**...” Again, keep in mind, that I a Black Man, paid and Appealed on October 9, 2007. **Legal Assistant Ms. Chiquita Dyer May 13, 2008 letter is clearly OBLOQUY**, to the United States constitution and Public Interest issue. **Note: I never received a copy of this May 13, 2008 letter from the Court of Appeals as it indicates**, in which is also illegally consistent to this illicit wrongful **PATTERN** of prohibited – collusion of all depraved mind(s) combined.

3. Court of Appeals's Circuit Judges: **McKee, Rendell and Smith's** OPINION and JUDGMENT dated **July 21, 2008**, based on deceit, attempted to cover – up for the United States District Court's Judge Joseph J. Farnan Jr., who did in fact, illegal Denied me my “ **Injunctive Relief** ”, by **skillfully** twisting the true into a lie, and therefore would not enforce / **42 U.S.C.A. § 1981(b)**., concerning my mutual July 12, 2006 agreement.
4. Civil case No. 07 – 3999 - Court of Appeals' Case Manager **Ms. Tonya Wyche**, written me (Mr. Smith ) a letter dated **July 21, 2008**, to inform that I have “ 14 days after entry of judgment ” to file an rehearing and/or an rehearing en banc. Therefore, Federal Rule of Appellate Procedure **40(a)(1)**., clearly states and I quote, “ Time. Unless the time is shortened or extended by order or local rule, a petition for panel rehearing may be **filed within** 14 days after entry of judgment.”

Also, the Black's Law Dictionary Six Edition, definition of the word **FILE** / “ filing with the court ” means: “ Delivery of legal document to clerk of court **or** other proper **officer** with intent that it be **filed with** court.”

Vs.

**RECENT DECEIT** –by the Court of Appeals' case manager Ms.

United States Attorney's Office  
 Attention: **Duty Assistance**  
 August 29, 2008  
 Page # 4

**Tonya Wyche. Ms. Wyche**, (via) our phone conversation on **August 12, 2008**, said, that my petition / rehearing en banc has to be **received in the Clerk's Office by the 14<sup>th</sup> day**, but **did not** put this understanding in writing in her August 7, 2008 letter !! -- **Furthermore, where did she get this deceit FROM ? ?**

**Ms. Tonya Wyche, does not want the rehearing en banc panel to see my August 4, 2008 rehearing en banc document, which was timely “filed.”** See ( Mr. Smith's ) August 18, 2008 letter, attached as --- **Exhibit T T**

5. **Mr. Steven S. Krebs**, does not care about other's ( citizen(s) ) Constitutional Right(s), based on his **NON - creditability**, due to the affirmed fact that he was **Convicted as a Sex - Offender** in the **State of Maryland**, as indicated in “ The Dispatch/Maryland Coast Dispatch ” dated December 30, 2005. Therefore, Mr. Krebs does not care about a woman's right to her own body and he does not care about my (Mr. Smith's ) constitutional right(s) to Ms. Meyers and my mutual July 12, 2006 agreement.

**Furthermore**, Ms. Patricia A. Meyers **white female** Former, - **Adversary / Enemy**; Mr. Steven S. Krebs **white male**, who filed this civil lawsuit No. “ **1120 – S** ”, against Ms. Meyers in the Sussex's Court of Chancery around or about **February of 2005**, involving her **2.5 acres parcel B**. **SECOND** in sequence, Ms. Patricia A. Meyers, **WITHOUT** our **mutual July 12, 2006 agreement**, Obligations to be **COMPLETED** , without my **knowledge** and **authority**, concerning her **2.5 acres parcel B**, **deceitfully** and **illegally**, superficially – purported to have done the following with **Mr. Steven S. Krebs**:

{a}. Mr. Steven S. Krebs, who is a **White Male**, with a **ILLEGAL** superficially – vexatious purported “ **Settlement Agreement and General Release of Claims** ” **document** dated **August 16, 2007** , and the **2.5 acres parcel B, property Deed**, which is also dated **August 16, 2007**, both of these document are no more than two signed illegal **SUSPECT BREACHES** by **Ms. Patricia A. Meyers** after she **ILLEGALLY** superficially – purported to revoke our mutual October 27, 2003 Power of Attorney on **August 8, 2007**. In fact their illicit totally **colluded so - called, agreement(s)** are not even worth the **PAPER**, that they are written on; such, as a matter of “ **EQUAL – PROTECTION** ”, under the Law.

**Criminal Violation as pointed out above**, **because** the proof is in Mr. Steven S. Krebs' **ILLEGAL** superficially – purported “ **Settlement Agreement and General Release of Claims** ” **document / EVIDENCE**, which affirms that **both**, Mr. Steven S. Krebs **and** Ms. Patricia A. Meyers, **READ** and **SIGNED**, therefore they had **knowledge** that they were taking part

United States Attorney's Office

Attention: **Duty Assistance**

August 29, 2008

Page # 5

in a **Prohibited wrongful CONSPIRACY AGAINST MY RIGHTS / Federal Code**

**18 U.S.C.A. § 241. and 28 U.S.C.A. § 1343., Conspiracy against rights. Ms. Patricia A. Meyers**, clearly does not care about my inalienable constitutional Right(s) any more, but after the attempted start of the U.S. Supreme Court, concerning the past civil case No. 1120 - S, Ms. Patricia A. Meyers -- vs. -- Mr. Steven S. Krebs, therefore Ms. Meyers herself stopped this civil case and continue to **help all white evildoers / wrongdoers involved**, as recorded **records will show**.

If, more information is need please write me.

Also, for the record, I ( Mr. Dennis L. Smith ) was illegally framed – up by Mr. Steven S. Krebs' mother and was falsely arrested two (2) times, but with the proof , both false arrest were Nolle Prosequi by States Attorney's Office. The States Attorney's Office refused to arrest Mr. Krebs' mother who illegally framed me up, knowing that she lied to law enforcement. Furthermore, as we all know that a white woman should not lie on a black man, to put his life in danger based on

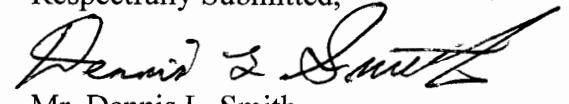
hatred, due to also **“ 18 U.S.C.A § 241., Conspiracy against rights.**

**This type or any kind of hatred, must stop, with the help of this United States' Attorney's Office.**

Now, please see my ATTACHED Petition / Request For a panel Rehearing En banc; To, Assure Constitutional Fundamental – Rudimentary Elemental, “ U N I F O R M I T Y ” in this Federally Owned and Operated court of Law, concerning **these – de facto Circuit Judges: McKee, Rendell and Smith's “ OPINION ” and “ JUDGMENT ” dated July 21, 2008.**

Again, see RECENT DECEIT –by the Court of Appeals' case manager Ms. Tonya Wyche, attached as EXHIBIT T T.

Respectfully Submitted,

  
Mr. Dennis L. Smith

Cc: See Attached “ Certificate of Service ”

**To the  
United States Attorney's Office**

Mr. Dennis L. Smith Sr.

:  
: **C.A. No. 07 - 3999**

Appellant,

:  
: **Re; Equal - Right(s);**

**vs.**

:  
: In ref: Vindication of civil Right(s)

: **Here - under; 42 U.S.C.A § 1988.**

: This is not a lawsuit. The sole purpose  
: of this is to simply constitutionally  
: enforce 42 U.S.C.A. § 1981(b). under  
: the Law.

Ms. Patricia A. Meyers, and her son  
Mr. Mack L. Davis Jr., and all of her  
sibling(s),

Mr. Steven S. Krebs, and his mother  
Ms. Barbara Krebs and any other  
person(s) who Attempt, to "**ILLEGALLY**  
- "OBSTRUCT - Power of Attorney  
**Document Book / No. 00776 page;**  
041 Legal Dated 10-27-03 of the  
Sussex County Delaware Office of the  
{Incumbent} recorder of Deed(s) }

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

:  
:

**CERTIFICATE OF SERVICE**

I hereby certify that the original and one copy of my Letter dated August 29, 2008, Certified - No. 7008 1300 0001 1030 1603, have been certified mailed or hand delivered on this 29 day of August 2008, to the to the **United States Attorney's Office** and to the United States Court of Appeals, Thrid Circuit and Appellee(s) and the following addresses below:

*one copy to*

The Third Judicial – Circuit of Federal – Appeal(s)

Ms. Marcia M. Waldron  
21400 United States “Court – House”  
601 Market Street  
Philadelphia, PA 19106 – 1790

**Certified Mail No. 7008 1300 0001 1030 1610**

Mr. Peter T. Dalleo  
Office of the Clerk  
United States District Court  
844 N. King Street, Lockbox 18  
Wilmington, Deaware 19801 - 3570

**Certified Mail No. 7008 1300 0001 1030 1634**

**Hon. Joseph R. Biden**

201 Russell Senate Bldg.,  
Room 201  
Washington, D.C 20510 - 0802

**Certified Mail No. 7008 1300 0001 1030 1627**

Ms. Patricia A. Meyers, and her Son,  
Mr. Mack L. Davis Jr., and  
all of her sibling(s)  
36161 Zion Church Road  
Frankford, Delaware 19945

**Certified Mail No. 7008 1300 0001 1030 1658**

**Mike Schwartz**

615 Chestnut Street  
Philadelphia, Pa 19106 - 4404

**Certified Mail No. 7008 1300 0001 1030 1641**

Mr. Steven S. Krebs and  
his Mother Ms. Barbara Krebs  
**P.O. Box 796**  
**Selbyville, Delaware 19975**  
**Certified Mail No. 7008 1300 0001 1030 1665**

For Verification purpose(s) only,  
John Brady  
Recorder of Deeds  
2 The Circle  
P. O. Box 827  
Georgetown, Delaware 19947  
**Certified Mail No. 7008 1300 0001 1030 1672**

**United States Attorney's Office**

Eastern District of Pennsylvania  
615 Chestnut Street  
Suite 1250  
Philadelphia, Pennsylvania 19106

**Certified Mail No. 7008 1300 0001 1030 1603**

All mentioned above, certified mailed or hand Delivered by Dennis L. Smith.

  
Dennis L. Smith

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT  
No. 07 - 3999

---

Mr. Dennis L. Smith  
APPELLANT

Vs.

Patricia A. Meyers; Mack L. Davis, Jr.;  
Steven S. Krebs; Barbara Krebs  
APPELLEE(S)

**In this High Honorable – Court**

**Petition / Request For a panel Rehearing En banc; To, Assure Constitutional Fundamental – Rudimentary Elemental, “ U N I F O R M I T Y ” in this Federally Owned and Operated court of Law concerning Circuit Judges: McKee, Rendell and Smith’s “ OPINION ” and “ JUDGMENT ” dated July 21, 2008;**

Pursuant and Hereunder Federal Appellate Rule; 35(b)(a)., This is a case of **Exceptional Importance**, as a matter of law. The Panel consisting of The Honorable; Circuit Judges: McKee, Rendell and Smith’s “ OPINION ” and “ JUDGMENT ”, totally conflict(s) the indelible legal enforcement (via) virtue of Honorable United States Law; **42 U.S.C.A. § 1981(b)**. The suspect / Honorable Panel has unquestionably **errored** in this matter. The only way this shall not be legally **Reheard**, is for this court to virtually, boisterously admit that I a “ **Black –Man** ”, mean virtually, truthfully **NOTHING**, dating back to and before the Honorable **Emancipation – Proclamation**, / “ **Reconstruction** ” – period, and I certainly hope that this High, Federally Owned and operated court of law; does not STOOP, that low, because Rational basis test., is Above, and SUPERCEDE(S), the inferior de facto Judge Joseph J. Farnan Jr., of the defunct Court below. Our previous, as written United States Code Annotated **42 U.S.C.A. § 1981(b)**., cannot be intentionally – arbitrarily – capriciously **CONTINUALLY DENIED**, the lawful (via), virtue **Federal Enforcement** of gravamen; **mutual July 12, 2006 Agreement**. That if finally ethically RULED on (via) Evidence Per se, I will unequivocally – victorious, solely and only due

to my heretofore **PRIMA FACIE CASE** Justice, will finally be done, and my inalienable **13<sup>th</sup>** and **14<sup>th</sup> Amendment** privilege(s) **will be Federally – ENFORCED.**

**Now here come(s) Mr. Dennis L. Smith** / Pro se, Petitioner , who feels unequivocally, that this is a indubitable an unprecedented, case of Luminous / Manifest EXCEPTIONAL – IMPORTANCE ? as a matter of law, and the Notorious de facto wrongful, totally unlawful – unconstitutional Arbitrary and Capricious, defunct, de facto, plain errored gravamen judgment, of peer(s) of this High – Court that in the interest of justice, has to be **immediately REVERSED.**

**Due to all of the following;**

**Legal Notice:** Based on Federal Code **28 U.S.C.A. § 535**, I am requesting a **Criminal Investigation** of the United States Attorney's Office concerning Civil case No. 07 – 3999 and the illegal interference from civil case No. 07 – 525 –JJF concerning my mutual **July 12, 2006** agreement. The mutual October 27, 2003 Power of Attorney **IS PART OF / “ CONDITION ”** of my mutual July 12, 2006 agreement concerning Ms. Meyers **2.5 acres parcel B**, to complete my agreed **Obligations** as written, to the point of placing and I quote, “ **agreed to place a type of house or a type of house trailer on Ms. Patricia A. Meyers’ 2.5 acres pacel... .** ” Therefore, I, ( Mr. Dennis L. Smith) can not legally complete my agreed Obligations with Ms. Patricia A. Meyers without the **CONTROLLING “ PART ”**, which is the mutual October 27, 2003 Power of Attorney **REMAINING PART OF** our mutual July 12, 2006 agreement **as agreed. Ms. Patricia A. Meyers’ August 8, 2007 letter is designed to illegally Superficially – purport to Revoke the – KEY -- “PART ” / one “ CONDITION ” of our mutual July 12, 2006 agreement, which is our mutual October 27, 2003 Power of Attorney. This is the REASON that this illegal August 8, 2007 letter**

**BREACHES** our mutual **July 12, 2006** agreement. Furthermore, Ms. Patricia A. Meyers superficially – purported to have sold her 2.5 acres parcel to Mr. Steven S. Krebs on **August 16, 2007**, without my **authority** and therefore, I can not complete my Agreed Obligations. I found out about this illegal sell **only after** I filed my Motion / Affidavit dated **August 30, 2007**. Federalized Code **42 U.S.C.A. § 1981(b)**, is very clear in **details**. Therefore, I have the right(s) under the constitution to **enjoyment** these “ **details** ” the same as a white man with a legal mutual agreement, see **Federalized Code 42 U.S.C.A. § 1981(a)**. Copy of this Criminal Investigation will be sent to this Court. My mutual **July 12, 2006** agreement must be enforce as a matter of law, **42 U.S.C.A. § 1981(b)**. Please, **do not** allow this paragraph to be an **OVERSIGHT** as to the understanding below.

**DOES RACISM STILL EXIST IN THIS HIGH COURT ?**

Also, based on Federalize Code **42 U.S.C.A. § 1981(b)**, Ms. Patricia A. Meyers, **white female** **FIRST** made this mutual **July 12, 2006** agreement with me ( Mr. Dennis L. Smith ) **black male** concerning my **Agreed Obligations** which also involves her **2.5 acres parcel B**. Some still incumbent **Obligations as follows below and I quote**:

1. “... **Ms. Patricia A. Meyers** involving her **2.5 acres +/- parcel B**, which **Mr. Dennis L. Smith** **has the October 27, 2003, power of attorney.**” – (AFFIRMATIVE / FACT).
2. “ **Mr. Dennis L. Smith** and **Ms. Patricia A. Meyers** **AGREED** that **Mr. Dennis L. Smith** **will continue with civil case 1120 – S,...**” ( Means continue to help)
3. “... **agreed to place a type of house or a type of house trailer on Ms. Patricia A. Meyers’ 2.5 acres parcel AS MENTIONED ABOVE**, some time after this property is completely **cleared.**” Please compare mentioned above quotes to our mutual “July 12, 2006” agreement, see civil case docket No. 07 – 525 – JJF ( **D.I. 1 and 2 and its Exhibit HH** )

{a}. Mr. Dennis L. Smith, who is a **Black Male** with a **LEGAL** mutual **July 12, 2006** agreement, to **COMPLETE** his agreed Obligations which is based on **42 U.S.C.A. § 1981(b).**, as “ white citizens ” / **42 U.S.C.A. § 1981(a)..**

VS.

Patricia A. Meyers **white female** Former, - **Adversary / Enemy**; Mr. Steven S. Krebs **white male**, who filed this civil lawsuit No. “ **1120 – S** ”, against Ms. Meyers in the Sussex’s Court of Chancery around or about **February of 2005**, involving her **2.5 acres parcel B. SECOND** in sequence, Ms. Patricia A. Meyers, **WITHOUT** our **mutual July 12, 2006 agreement**, Obligations to be **COMPLETED**, without my **knowledge** and **authority**, concerning her **2.5 acres parcel B, deceitfully and illegally**, superficially – purported to have done the following **with Mr. Steven S. Krebs:**

{b}. Mr. Steven S. Krebs, who is a **White Male**, with a **ILLEGAL** superficially – purported “ **Settlement Agreement and General Release of Claims** ” document dated **August 16, 2007**, and the **2.5 acres parcel B, property Deed**, which is also dated **August 16, 2007**, both of these document are no more than two signed illegal **BREACHES** by Ms. Patricia A. Meyers after she **ILLEGALLY** superficially – purported to revoke our mutual October 27, 2003 Power of Attorney on **August 8, 2007**. In **fact** their illicit totally **colluded so – called, agreement(s) are not even worth the PAPER**, that they are written on; such, as a matter of “ **EQUAL – PROTECTION** ”, under the Law. **Yes, I am a black male and Pro se**, but not ignorance to this deceit.

Question, will this High Court under the U.S. constitution, and as a matter of law, **enforce** **42 U.S.C.A. § 1981(b).**, concerning “ {a}.” above, **OR** illegally allow “ {b}.” above to **continue** with illegal and **UNCONSTITUTIONAL** document(s) against Mr. Dennis L. Smith’s

constitutional right(s) ? “ **18 U.S.C.A § 241., Conspiracy against rights.**”

**Criminal Violation, because** the proof is in Mr. Steven S. Krebs’ **ILLEGAL** superficially – purported “ **Settlement Agreement and General Release of Claims** ” document / **EVIDENCE**, which affirms that both, Mr. Steven S. Krebs and Ms. Patricia A. Meyers, **READ** and **SIGNED**, therefore they had **knowledge** that they were taking part in a **Prohibited wrongful CONSPIRACY AGAINST MY RIGHTS** / Federal Code **18 U.S.C.A. § 241., Conspiracy against rights.** **Ms. Patricia A. Meyers**, clearly does not care about my inalirnable constitutional Right(s) any more, but after the attempted starter of the U.S. Supreme Court, concerning the past civil case No. 1120 – S, Ms. Patricia A. Meyers -- vs.-- Mr. Steven S. Krebs, therefore Ms. Meyers herself stopped this civil case and continue to **help all white evildoers / wrongdoers involved**, as recorded **records will show.**

Also, **Mr. Steven S. Krebs**, does not care about other’s ( citizen(s) ) Constitutional Right(s), based on his **NON - creditability**, <sup>due</sup> to the affirmed fact that he was **Convicted as a Sex – Offender** in the **State of Maryland**, see “ The Dispatch/Maryland Coast Dispatch ” dated December 30, 2005, page 21A, which states “ **Four Months For Sex Offender.** ” Also states and I quote, “ A Selbyville, Del. Man accused of sexually assaulting his friend’s girlfriend in an Ocean City hotel room this summer pleaded guilty earlier this month to a fourth degree sex offense and Was sentenced to a year in jail with all but four months suspended.” **Public Records** – District Court of Maryland’s Statement of Probable Cause, page 2 of 2, which states, and I quote, “ ... Krebs stated that he was kissing on the inside of Oder’s thigh. Krebs stated that he then proceeded to kiss her “ vaginal area ” for approximately 20 seconds. When I asked Krebs what he meant by “ vaginal area ” , he replied “ the lips ”.

**NON – CREDITABILITY ISSUE** - A Copy of the Dispatch/Maryland Coast Dispatch ” dated

December 30, 2005, page 21A, and a Copy of Court of Maryland's Statement of Probable Cause Page 2 of 2 is **for Criminal Investigation** concerning CREDITABILITY ISSUE only, attached as ----- **Exhibit AAA**

U.S. District Court civil case No. 07-525 -JJF, see - ( D.I. **6** and its Exhibits **C** and **D** )  
or attached as ----- **Exhibit ---**( D.I. **6** and its Exhibits **C** and **D** )

----- Please Take Legal Notice -----

Civil case No. 07 – 3999, - the Court of Appeals' **December 20, 2007**, letter states and I quote, “ **Upon further review**, it appears that it would not be appropriate, to submit this **appeal**, to the Court for possible jurisdictional dismissal **as you were originally advised** by our letter of **October 18, 2007**. Rather, it appears that your **appeal** may be appropriate for possible **summary action**.” **THIS DECEMBER 20, 2007 LETTER IS ALSO INDICATED ON THE DOCKET**, and written by **STAFF ATTORNEY – LAURA L. GREENE**

Vs.

Now, Civil case No. 07 – 3999, - “ \*\*\* AMENDED” Circuit Judges: **McKee, Rendell and Smith**’s “ **OPINION** ”, which states thereon, “ Submitted for Possible Dismissal Due to a Jurisdictional Defect or Summary Action Pursuant to Third Circuit LAR 27.4 and I.O.P.10.6 January 25, 2008. **THIS JANUARY 25, 2008 – IS NOT INDICATED ON THE DOCKET**, why ? This **OPINION** was filed on July 21, 2008, therefore after this paragraph below, see my response to this opinion as indicated below:

Deceitful twisting the **facts / truth / DETAILS** into a **LIE**, which are found in my “ **Notice of**

**amicable Request for instantaneous Injunctive Relief Notice of Motion**

**Ex parte EMERGENCY Temporary Restraining Order ” / AFFIDAVIT**

**dated August 30, 2007.** This Motion / Affidavit dated August 30, 2007, will PROVE all

DETAILS / TRUTH as written, that I, ( Mr. Dennis L. Smith ) affirmed the details / truth as

indicated in my response to the Court of Appeals below. Therefore, **COMPARE** the **United**

**States District Court** Judge Joseph J. Farnan Jr’s **Final Order** dated **September 11, 2007**

**deceitful ruling** to this Motion / Affidavit and my responses below. Also, **COMPARE** Circuit

Judges **McKee, Rendell and Smith**’s **deceitful totally baseless buddy – system only**

**based** “ **OPINION** ” and “ **JUDGMENT** ” which was filed on July 21, 2008, to this Motion /

Affidavit and my responses below:

See the **first three (3) pages** of this “ **Motion / Affidavit** ” dated **August 30, 2007** and the rest of it, for facts of truth ----- U.S. District Court civil case No. 07 – 525 – JJF  
**( D. I. 1 and 2 ) or** attached as ----- **Exhibit - ( D.I. 1 and 2 )**

**RESPONSE to this “ **OPINION** ” as mentioned above,**  
**- START HERE, below:**

Concerning civil case No. **07 – 525 – JJF**, the **Reason(s) I Appealed**, I am continuing heretofore to seek **Injunctive Relief** based here – under; **42 U.S.C.A § 1981(b)**., for one issue, therefore I, ( Dennis Lee Smith) Pro se, on **October 9, 2007** appealed from Judge Joseph J. Farnan Jr’s **Final Order** dated **September 11, 2007**, which clearly states and I quote, “ **The Court does not have JURISDICTION over his claims. Notably, Plaintiff’s claims are ones where state law, not federal law, predominates. Hence, the matters should be decided by the State Court.**” This Judge is of the United States District Court for the District of Delaware. This appeal is based on the fact(s) that this Judge **Twisted the Truth into a lie, and would not legally** mandatory - federally **enforce 42 U.S.C.A § 1981(b)**., concerning Ms. Patricia A. Meyers and my **totally mutual July 12, 2006 Agreement**, so that I would COMPLETE my agreed **OBLIGATIONS THEREON**, although Judge Farnan Jr., had clear knowledge of Ms. Meyers’ illegal and illegally recorded **letter dated August 8, 2007**, which **illegally** superficially – purported, to **virtuously revoke** my October 27, 2003 Power of Attorney. Also keeping in mind, that yes I did in fact, at length(s) try to set up a meeting, with incumbent official(s) of the apparent notorious **Recorder of Deeds of Sussex County Delaware**, at the County seat Georgetown Delaware. Please let us, vehemently keep in mind, too that the town of Georgetown, is solely and only a **political “ sub – division ”**, of the State of Delaware, and thereby **not immune** to the ultimate pattern of fact(s), of vicarious liabilities, see; **42 U.S.C.A § 1983 § 1985(3)**. Also Judge Farnan Jr., had clear knowledge, see {scienter } that Ms. Meyers and

I entered into our mutual July 12, 2006 Agreement regarding **Agreed Obligations to all issues as indicated** and this “ Power of Attorney ” was **one Agreed Obligation with her 2.5 acres parcel B**. This mutual July 12, 2006 Agreement, **is not a “ Sale of Real ” property agreement**, to me ( Mr. Smith ), as Judge Farnan Jr., wants the readers to falsely believe. Judge Farnan Jr., stated in his Final Order dated **September 11, 2007** and I quote, “ Plaintiff and P. Meyers entered into an Agreement on July 12, 2006 regarding the sale of real property,... .” This quoted from Judge Farnan Jr., **is not TRUE, also this term “ Sale of Real ” is not written in this July 12, 2006 agreement**, see this agreement for proof, as a matter of Equal Justice under the Law. **Twisting the Truth into a lie, to illegally help only APPELLEE(S)**, which is unconstitutional and illegal. To date, I am not able to place a type of house on Ms. Meyers 2.5 acres parcel B, for her, to complete our **Agreed Obligations** as written, because Mr. Steven S. Krebs is on this property illegally, and I never approved this illegal act.

U.S. District Court civil case No. 07-525 –JJF, for Exhibits, see the following:  
**Mutual July 12, 2006 Agreement** - ( D.I. 1 and 2 and its Exhibit **HH** )  
or attached as ----- **Exhibit** ( D.I. 1 and 2 and its Exhibit **HH** )

**Mutual October 27, 2003 Power of Attorney Agreement** –  
( D.I. 1 and 2 and its Exhibit **GG** ) or attached as -- **Exhibit** ( D.I. 1 and 2 and its **Exhibit GG** )

Ms. Meyers’ **illegal August 8, 2007** letter ( D.I. 1 and 2 and its **Exhibit FF** ) which ficticiously REVOKED this “ Exhibit GG ”, and therefore illegally BREACHED this “ Exhibit HH ”, or this letter is attached as ----- **Exhibit** ( D.I. 1 and 2 and its **Exhibit FF** )

## I.

I, ( Mr. Smith ) filed with the District Court, my “ **Notice of amicable Request for instantaneous Injunctive Relief Notice of Motion Ex parte EMERGENCY Temporary Restraining Order.**” This Motion / Affidavit was for the Court, based on **Rule 65(b),, INJUNCTIONS**”, concerning “ Temporary Restraining Order; Notice; Hearing; Duration. A temporary restraining order may be granted without written or oral notice to the **adverse**

party....” Therefore, this Motion / Affidavit arose out of Ms. Patricia A. Meyers’ illegal and illegally recorded letter dated August 8, 2007 titled “ Revocation of Power of Attorney.” This Power of Attorney which is dated October 27, 2003 IS PART OF Ms. Patricia A. Meyers and my mutual July 12, 2006 Agreement as written on the face of this July agreement, to complete our Agreed Obligations, which includes Ms. Meyers’ **2.5 acres parcel B**, as indicated on the face of this Agreement. Again, this property is not to be sold to me ( Mr. Smith). Also, Ms. Meyers ficticiously Revoked our mutual October 27, 2003 Power of Attorney which IS PART OF our mutual July 12, 2006 Agreement as written. Therefore, this illegal act of Ms. Meyers’, illegally breached our mutual July 12, 006 Agreement / **42 U.S.C.A § 1981(b)**. Furthermore, concerning civil case No. **1120 – S, { FORMER ADVERSARY }** Mr. Steven S. Krebs, White Male SUED Ms. Patricia A. Meyers, White Female back in approximately February of 2005, FOR HER 2.5 ACRES PARCEL B, therefore, during this approximately time, I ( Mr. Smith ) Black Male had this October 27, 2003 Power of Attorney and worked together with Ms. Meyers as mutually agreed **and as a attorney – in – fact / agent, concerning her 2.5 acres parcel B**, **- vs – Mr. Krebs, Mr. Krebs’ Attorney John E. Tarburton** and Court of Chancery’s Chancellor **William B. Chandler III**, all of whom violated “ State Court of Chancery’s **eFILING Administrative Procedures Rule 79.1(4)(d) and (6)(a),...** etc. Therefore, Ms. Patricia A. Meyer moved ( “ **Notice of Removal** ” ) the Court of Chancery’s civil case No. **1120 – S**, to the United State District Court of Delaware, under civil case No. **06 – 455 KAJ**, nextAppealed civil case No. **06 – 455 KAJ**, to the United States Court of Appeals for the Third Circuit civil case No. **06 – 4873**, also writ of Prohibition civil case No. **07 – 1182**, next Ms. Patricia A. Meyers, to the **SUPREME COURT OF THE UNITED** with her attorney – in – fact agent, witness, this Court sent a letter to Ms. Patricia A. Meyers dated **June 11, 2007**, indicating that correction needs to be made to her **WRIT OF CERTIORARI** so it may be docketed.

Therefore, in summary on approximately **August 6, 2007** Ms. Patricia A. Meyers **on her own, contacted** this **SUPREME COURT OF THE UNITED** and **stopped** this **WRIT OF CERTIORARI, after** all our work on this case of Mr. Krebs since approximately **February of 2005**, / approximately one (1) year and four (4) months. This act of Ms. Meyers' **AS SHE CLEARLY KNEW**, illegally helped cover – up a conspiracy involving Chancellor, **William B. Chandler III**, of Sussex County Georgetown, Delaware's Court of Chancery and Mr. Steven S. Krebs and his Attorney John E. Tarbuton. **THIS CONSPIRACY FAVORS MR. STEVEN S. KREBS**. As we can clearly see that *Ms.Meyers is in control of this case. I did not act as her Attorney.* I did not “attempt without success”, **but was stopped as a witness by Ms. Meyers herself.** Ms. Patricia A. Meyers has **Black Grandkids, Black friend(s)** and also, I ( Mr. Smith ) **Black Male** was a good friend of the family. Clearly Ms. Meyers chose **Chancellor William B. Chandler III, Mr. Krebs' Attorney John E. Tarburton and Mr. Krebs** in these **violation(s)**, by keeping them out of the Supreme Court of the United States. **Again, Key issue** would **Chancellor William B. Chandler III violate Rule 79.1(4)(d) and (6)(a),...** etc for a Black Male / **42 U.S.C.A § 1981(a).** ? As far as the racism issues, a **criminal investigation** will prove the truth, based on the truth. --- Should incumbent **United States Solicitor General** acting; **Gregory G. Garre** be Notified ? **Criminal investigation 28 U.S.C.A. § 535., is needed.** **No further response.**

## II.

### **Criminal investigation 28 U.S.C.A. § 535., is needed.**

These are the fact(s) as to why this court should've applied Justice in this legal matter. Yes here to Follow are the reason(s) as to why I should've been “ GRANTED ”, an extraordinary Remedy of a preliminary injunction; (1).Yes I had and still have a unequivocal likelihood of success on the

merit(s), - my Power of Attorney, and the mutual July 12, 2006 agreement are still viable as we speak. My legal – document(s) indubitably , legally super – cede any SUPERFICIAL autoptic , tangible document(s) of the “ RACIST ” APPELLEE(S). **(2).** Yes the fact of the matter is yes, I have now been illegally compelled to be { adversely – entangled } in the SUFFERING IRREPARABLE harm, as a matter of court record from my initial legal “Manifest” CRY for help, as this court did **ABSOLUTELY – NOTHING**, due to mainly my Race. Let us please check the record. Let us update; although I had amicably importuned this court for imminent federal INJUNCTIVE – RELIEF; Update;

(a). **Ms. Patricia A. Meyers** has fictitiously – virtuously purported to have **{SOLD}**, the gravamen **2.5 acres parcel B**, to **Mr. Steven S. Krebs** who and in fact, is a collusion based witness of Ms. Patricia A. Meyers, and he is totally – involved – culpable as a matter of law, in which is a sole **Unwarranted “ BREACH of CONTRACT.”**

**(3).** The ridiculous Question, of whether the RACIST APPELLEE(S) would be in someway remotely disadvantaged; had the proper Ruling took place in my favor.. I find this notorious question very suspect, however I would answer it legally accordingly in fact; the Appellee(s) **illegally benefited** due to the “ **NON – ENFORCEMENT** ” of clearly established Rational Basis Test, law; see **42 U.S.C.A § 1981(b)**. **(4).** The **PUBLIC(S) INTEREST** has been definitely , definitely **BREACHED**. The **PUBLIC(S) - TRUST** has been **SHATTERED**. Now if I where a white – man, I may not have these vexatious hurdle(s) / and towering – mountain(s) to cross over, **JUST for JUSTICE**. My Inalienable, Equal Protection(s) to the **DUE PROCESS** mandatory, element of our, **Treasured DEMOCRACY** based nucleus of our Honorable U.S. Constitution; have been wrongfully, heinously, fundamentally **DENIED**, (via) this Court(s) purported **PEER(S)**, of **JUSTICE**. Please Rectify to; uphold 28 U.S.C.A. § 453., as a matter of Equal Justice under the Law(s).

### III.

#### **Criminal investigation 28 U.S.C.A. § 535., is needed.**

Due solely also, due to my 14<sup>th</sup> Amendment libertie(s) to elemental – fundamental fairness, to my person has – been erroneously **SHAMMED, DENIED** and wrongfully delayed, due to collusion / **42 U.S.C.A. § 1985(3)**.

#### **AGAIN, DOES RACISM STILL EXIST IN THIS HIGH COURT ?**

**In summary**, furthermore, this civil case No. 07 – 3999 involves the illegal interference of the United States District Court Judge Joseph J. Farnan Jr, who interfered without **JURISDICTION** and in violation of **28 U.S.C.A. § 144** and **Deceit** as the records will show. Therefore, nothing was done about this violation of my **DUE PROCESS RIGHT(S)**, etc, by this High Appeals Court regardless of how many times I pointed these fact out, as the records will show. I paid \$455.00 the same as any White Man / **42 U.S.C.A. § 1981(a)**., and appealed civil case **No. 07 – 525 – JJF** from the United States District Court on **October 9, 2007**, and received the Court of Appeals civil case **No. 07 – 3999**, but Judge Joseph J. Farnan Jr illegally continue to interfered as the Federal court records will show. Based on a **Criminal Investigation, corruption** can be found starting from this civil case **No. 07 – 525 – JJF** through to Court of Appeals civil case **No. 07 – 3999**.

U.S. District Court civil case No. 07-525 –JJF, for Exhibits, see the following:

**October 9, 2007 PAID “ Appeal ” and receipt for \$ 455.000, - ( D.I. 5 ) or attached as ----- **Exhibit ( D.I. 5 )****

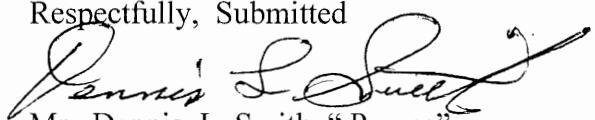
Judge Farnan Jr’s illegal interference “ Show Cause Order ” dated **January 22, 2008 – ( D.I. 14 ) or** attached as ----- **Exhibit ( D.I. 14 )**

Judge Farnan Jr’s illegal interference **backdated** “ Memorandum Order ” which is dated **March 5, 2007 - ( D.I. 17 ) or** attached as ----- **Exhibit ( D.I. 17 )**

Judge Farnan Jr’s illegal interference “ Memorandum Order ” dated **May 14, 2008 - ( D.I. 22 ) or** attached as ----- **Exhibit ( D.I. 22 )**

I, Mr. Dennis L. Smith, is not a slave, which is also based on United States Constitution, See; United States constitutional 13<sup>th</sup> Amendment, therefore, why I am not allowed to have **42 U.S.C.A. § 1981(b)**., enforced concerning **this mutual July 12, 2006 Agreement** as indicated in this document ? **This mutual July 12, 2006 Agreement**, was written heretofore initially in the **United States of AMERICA**.

Respectfully, Submitted



Mr. Dennis L. Smith "Pro se"

**Cc: See Attached "Certificate of Service"**

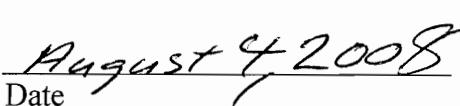
**In And For  
The 03<sup>rd</sup> Judicial Circuit  
Of  
These United States**

Mr. Dennis L. Smith Sr. :  
Appellant, : C.A. No. 07 - 3999  
vs. :  
Ms. Patricia A. Meyers, and her son :  
Mr. Mack L. Davis Jr., and all of her :  
sibling(s), : Re; Equal - Right(s);  
Mr. Steven S. Krebs, and his mother : In ref: Vindication of civil Right(s);  
Ms. Barbara Krebs and any other : Here - under; 42 U.S.C.A. § 1988.  
person(s) who Attempt, to "ILLEGALLY" : This is not a lawsuit. The sole purpose  
- "OBSTRUCT - Power of Attorney : of this is to simply constitutionally  
Document Book / No. 00776 page; : enforce 42 U.S.C.A. § 1981(b). under  
041 Legal Dated 10-27-03 of the : the Law.  
Sussex County Delaware Office of the :  
{Incumbent} recorder of Deed(s) } :  
Appellee(s). :  
:

**AFFIDAVIT OF DENNIS L. SMITH**

The, preceding - indelible truthful - statement(s) in my Motion for **Rehearing**  
**En Banc Certified -7007 0220 0001 0621 8556**, are true to the best of my knowledge and  
belief(s); of; Dennis L. Smith and are in full vehement compliance / Compliance(s) Here-  
with / Here - under; **28 U.S.C.A. § 1746**, and **18 U.S.C.A. § 1621..**

  
Dennis L. Smith

  
Date

### CERTIFICATE OF SERVICE

I hereby certify that the original and fifteen copies my Motion for **Rehearing En Banc Certified -7007 0220 0001 0621 8556** have been certified mailed or hand delivered on this 4 day of August 2008, to the United States Court of Appeals, Third Circuit and three copies to Appellee(s) at the following addresses below:

The Third Judicial – Circuit of Federal – Appeal(s)  
Ms. Marcia M. Waldron  
21400 United States “Court – House”  
601 Market Street  
Philadelphia, PA 19106 – 1790  
**Certified Mail No. 7007 0220 0001 0621 8556**

Mr. Peter T. Dalleo  
Office of the Clerk  
United States District Court  
844 N. King Street, Lockbox 18  
Wilmington, Deaware 19801 - 3570  
**Certified Mail No. 7007 0220 0001 0621 8563**

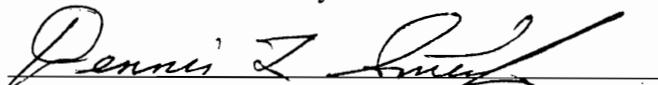
~~Ms. Patricia A. Meyers, and her Son,  
Mr. Mack L. Davis Jr., and  
all of her sibling(s)  
RR 4 Box 103A  
Frankford, Delaware 19945~~

Ms. Patricia A. Meyers, and her Son.  
Mr. Mack L. Davis Jr., and  
all of her sibling(s)  
36161 Zion Church Road  
Frankford, Delaware 19945  
**Certified Mail No. 7007 0220 0001 0621 8570**

Mr. Steven S. Krebs and  
his Mother Ms. Barbara Krebs  
**P.O. Box 796**  
**Selbyville, Delaware 19975**  
**Certified Mail No. 7007 0220 0001 0621 8587**

For Verification purpose(s) only,  
John Brady  
Recorder of Deeds  
2 The Circle  
P. O. Box 827  
Georgetown, Delaware 19947  
**Certified Mail No. 7007 0220 0001 0621 8594**

All mentioned above, certified mailed or hand Delivered by Dennis L. Smith.



Dennis L. Smith

\*\*\*AMENDED  
BLD-112

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

---

No. 07-3999

---

DENNIS LEE SMITH,  
Appellant

v.

PATRICIA A. MEYERS; MACK L. DAVIS, JR.;  
STEVEN S. KREBS; BARBARA KREBS

---

On Appeal from the United States District Court  
for the District of Delaware  
(D.C. Civil No. 07-cv-00525)  
District Judge: Honorable Joseph J. Farnan, Jr.

---

Submitted for Possible Dismissal Due to a Jurisdictional Defect or Summary Action  
Pursuant to Third Circuit LAR 27.4 and I.O.P. 10.6  
January 25, 2008

Before: MCKEE, RENDELL and SMITH, Circuit Judges

(Opinion filed: July 21, 2008)

---

OPINION

---

PER CURIAM

Dennis Lee Smith appeals pro se from the memorandum order of the United States District Court for the District of Delaware denying his motion for a temporary restraining

order. Treating this as an appeal from the denial of a preliminary injunction, we will summarily affirm. See LAR 27.4; I.O.P. 10.6.

I.

Smith filed with the District Court a document partially entitled “Notice of Motion Ex Parte EMERGENCY Temporary Restraining ‘Order,’” which he allegedly served on the other parties. The motion apparently arose out of disputes regarding the alleged sale and leasing of real estate owned by Defendant Patricia A. Meyers and the attempted revocation of a power of attorney allegedly given by Meyers to Smith. Smith alleged that related litigation has occurred in such forums as the Delaware Court of Chancery, the District of Delaware, and this Court. In particular, he apparently attempted, without success, to represent Meyers based on the alleged power of attorney, even though he is not a licensed lawyer. In his motion, Smith claimed violations of the Due Process and Equal Protection Clauses, 42 U.S.C. § 1981, and 42 U.S.C. § 1985 because he is a “black male who stood up against racism while helping a white female to win a court case against white males [sic] evildoers.” (Mot. Statement of Facts at 8 (emphasis omitted).) He also alleged, among other things, slander, false arrest, and a conspiracy to cover-up any misconduct.

With respect to the relief sought, the District Court observed that Smith wished “to prevent further ‘irreparable hedonic damage(s)’ and to prevent ‘further irreparable misleading/false outburst of pernicious - false statement(s) of the very unrealistic viability

of very ignorant person(s) who know who they are.”” (9/12/07 Mem. Order at 1 (quoting Mot. at 2.).) He further “seeks to preclude a number of actions including, but not limited to, the issuance of outrageous and absurd documents, the sale or lease of certain real property, an individual from speaking to him, hateful acts, conspiracy and/or frame-up by certain Defendants.” (Id.)

Applying the preliminary injunction standard, the District Court denied Smith’s motion. Smith timely appealed and subsequently filed a motion to disqualify the District Judge as well as a motion to stay the current appeal pending a criminal investigation.

## II.

While an appeal may not be taken from a decision denying a temporary restraining order, see, e.g., In re Arthur Treacher’s Franchise Litig., 689 F.2d 1150, 1153 (3d Cir. 1982), we do have appellate jurisdiction over orders “granting, continuing, modifying, refusing or dissolving injunctions.” 28 U.S.C. § 1292(a)(1). Although Smith’s motion was entitled a motion for a temporary restraining order and was apparently denied as such by the District Court, the designation of an order is not controlling. See, e.g., Cohen v. Bd. of Tr. of the Univ. of Med. & Dentistry of N.J., 867 F.2d 1455, 1466 (3d Cir. 1989) (en banc). Instead, considering the purpose and effect of the memorandum order itself, see, e.g., Arthur Treacher’s, 689 F.2d at 1155 n.7, we conclude that it should be treated as a preliminary injunction ruling. In particular, the District Court expressly applied the preliminary injunction standard, Smith apparently sought relief pending the resolution of

his litigation, and he allegedly provided notice of his motion to the opposing parties. See, e.g., Fed. R. Civ. P. 65(a)(1); Cohen, 867 F.2d at 1465 n.9.

In order to obtain the “extraordinary remedy” of a preliminary injunction, Frank’s GMC Truck Center, Inc. v. Gen. Motors Corp., 847 F.2d 100, 102 (3d Cir. 1988) (citation omitted), the moving party must demonstrate: “(1) a likelihood of success on the merits; (2) that [he] will suffer irreparable harm if the injunction is denied; (3) that granting preliminary relief will not result in even greater harm to the nonmoving party; and (4) that the public interest favors such relief.” Kos Pharm., Inc. v. Andrx Corp., 369 F.3d 700, 708 (3d Cir. 2004) (citation omitted). Smith appears to challenge the District Court’s finding that he failed to establish a likelihood of success with respect to his federal racial discrimination claims, claiming that his motion and the attached documents “spoke for themselves” (11/2/07 Letter Resp. at 3.) Nevertheless, the District Court properly determined that there was no real evidence indicating “an intent to discriminate against Plaintiff on the basis of his race.” (9/12/07 Mem. Order at 6.) At best, he merely presented his own confusing and conclusory claims of racism as well as various contractual and similar documents, which were silent on their face as to the matter of race. Likewise, we reject Smith’s bald assertions of racism, despotism, and similar kinds of misconduct against the District Judge and other judicial personnel as unfounded and devoid of any real factual support.<sup>1</sup>

---

<sup>1</sup> We further lack the power to order a criminal investigation.

In addition, the District Court properly denied Smith's motion because of his failure to establish irreparable harm. As the District Court noted, many of his allegations appeared to implicate rather ordinary state-law issues, including slander and breach of contract. It would further appear that any harm he allegedly would suffer could be remedied by an award of monetary damages. See, e.g., Frank's, 847 F.2d at 102 ("[A] purely economic injury, compensable in money, cannot satisfy the irreparable injury requirement. . . .") We therefore cannot say that the District Court's finding as to irreparable harm was erroneous.

### III.

For the foregoing reasons, Smith's appeal fails to present a substantial question on appeal, and we accordingly will summarily affirm the District Court's memorandum order. See LAR 27.4; I.O.P. 10.6. His disqualification motion and motion to stay the appeal are DENIED.

\*\*\*AMENDED  
BLD-112

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

---

No. 07-3999

---

DENNIS LEE SMITH,  
Appellant

v.

PATRICIA A. MEYERS; MACK L. DAVIS, JR.;  
STEVEN S. KREBS; BARBARA KREBS

---

On Appeal from the United States District Court  
for the District of Delaware  
(D.C. Civil No. 07-cv-00525)  
District Judge: Joseph J. Farnan, Jr.

---

Submitted for Possible Dismissal Due to a Jurisdictional Defect or Summary Action  
Pursuant to Third Circuit LAR 27.4 and I.O.P. 10.6  
January 25, 2008

Before: MCKEE, RENDELL and SMITH, Circuit Judges

---

**JUDGMENT**

---

This cause came to be considered on the record from the United States District Court for the District of New Jersey and was submitted for possible dismissal due to a jurisdictional defect or summary action pursuant to Third Circuit LAR 27.4 and I.O.P. 10.6 on January 25, 2008. On consideration whereof, it is now hereby

ORDERED and ADJUDGED by this Court that the order of the District Court entered September 12, 2007, be and the same is hereby affirmed. All of the above in accordance with the opinion of this Court.

ATTEST:

/s/ Marcia M. Waldron  
Clerk

DATED: July 21, 2008

December 30, 2005

# ... Cops & Courts

## FROM PAGE 20A

ed to 90 days in jail with all but 10 days suspended. He was also fined \$500 and placed on supervised probation for two years.

### Four Months For Sex Offender

**SNOW HILL** — A Selbyville, Del. man accused of sexually assaulting his friend's girlfriend in an Ocean City hotel room this summer pleaded guilty earlier this month to a fourth-degree sex offense and was sentenced to a year in jail with all but four months suspended.

**Steven Scott Krebs**, 40, of Selbyville, was arrested in Ocean City in August and charged with a third- and fourth-degree sexual assault after a complaint was filed by his alleged victim. On Aug. 15, Ocean City police were called to a mid-town hotel for a complaint about a woman sexually violated in her hotel room.

As the investigating officer exited a hotel elevator, he was met by two men, later identified as Krebs and Harry Scott Crawford, who told the officer, "here we are," as if they knew what he was doing there.

The officer interviewed the complainant, who told police she was staying in the hotel room with Krebs and Crawford, who was her boyfriend. The victim said the trio had gone out to dinner earlier and came back to the hotel room, and that she went to bed under the impression Crawford was going to drive Krebs

home. When she went to bed, the tw  
ro  
a  
Ki  
Sl  
w  
in  
th

*Exhibit AAA*

nd  
nd  
er.  
ay  
en-  
on

ice,

Krebs corroborated the victim's story. He said at one point he went into the victim's room and began kissing her as she slept before performing oral sex on her. Where the two stories differ is why Krebs stopped when he did. The victim said he stopped because she kicked him away, but Krebs said he stopped because he suddenly felt remorseful.

In either case, the victim ordered both men out of the hotel room and called the hotel desk for help. The desk clerk called Ocean City police who arrived at the unit, interviewed the victim and placed Krebs under arrest for a third- and fourth-degree sex offense.

### Vehicle Vandal Sentenced

**SNOW HILL** — A Pittsburgh, Pa. man who smashed a rear-view mirror from a vehicle and yelled obscenities at Ocean City police this summer pleaded guilty in Worcester County Circuit Court earlier this month to malicious destruction of property under \$500 and received a suspended sentence of three days in jail.

On July 7, Ocean City police observed a man later identified as **Matthew P. Micheler**, 21, of Pitts-

SEE PAGE 22A

## The Dispatch/Maryland Coast Dispatch



**Snow Hill**  
**BEACH**  
**New Year's**

Holiday Din  
Plus Full  
Party  
Champagne

Dale Britt Live  
Live D.  
Please Call  
At 443-523-41

Phillips B  
13th Street, Ocea

## If The Dog Is A-



**New Year's Eve**

We Guarantee A

DOG ON A Good Time!

Rockin' all done on



New

Year



LOCATED AT (COURT ADDRESS)

6505 Coastal Hwy.  
Ocean City, MD 21842

DISTRICT COURT  
CASE NUMBER

Exhibit AAA

DEFENDANT'S NAME (LAST, FIRST, M.I.)

Krebs, Steven Scott

MAFIS NAME

Page 2 of 2

**STATEMENT OF PROBABLE CAUSE (CONTINUED)**

ARREST ON TRAFFIC / NATURAL RESOURCES / MASS TRANSIT CITATIONS / CRIMINAL CHARGES / MUNICIPAL ORDINANCES / PUBLIC LOCAL LAWS

Crawford was Oder's boyfriend. Oder stated that after Oder, Krebs and Crawford had gotten dinner, that they had all returned back to room 824. Oder then went to bed under the impression that Crawford was going to drive Krebs home. Oder stated that Krebs and Crawford were on the balcony of the hotel room when she went to bed. Oder stated that she was sleeping in a t-shirt and thong underwear.

Oder stated that after she had fallen asleep, she awoke to find Krebs performing cunnilingus on her. Oder stated that she immediately kicked Krebs away once she realized what was happening.

I spoke with Krebs about the events of the evening. Krebs confirmed that the three of them had gone out for dinner and cocktails at the hotel lounge. Krebs stated that after Oder had gone to sleep, that Krebs and Crawford went out onto the hotel room balcony. At one point, Krebs entered the room and began to touch Oder. In a written statement, Krebs stated that he was kissing on the inside of Oder's thigh. Krebs stated that he then proceeded to kiss her "vaginal area" for approximately 20 seconds. When I asked Krebs what he meant by "vaginal area", he replied "the lips". Krebs stated that he stopped performing cunnilingus on Oder because he felt bad about it. Oder states that Krebs stopped performing cunnilingus on her because she woke up and pushed him away.

At this point Oder ordered Krebs and Crawford out of the unit and called the front desk of the Holiday Inn for help.

All events occurred in Ocean City, Worcester County, MD 21842.

CONTINUED ON ATTACHED SHEET (FORM DC/CR 4A)

I SOLEMNLY AFIRM UNDER THE PENALTIES OF PERJURY THAT THE MATTERS AND FACTS SET FORTH IN THE FOREGOING DOCUMENT ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.		ARRESTING OFFICER
DATE	August 16, 2005	
AGENCY	SUB-AGENCY	I.D. NO.
CT	23	8255

05 SEP 30 AM 8:28

SILPHIA V. HALES  
CLK. CT. CT.  
WOR. CO.

Tr. #020004215291

PC DC/CR 4A (Rev. 8/94)  
COURT COPY

TRUE COPY TEST: *Stephen V. Hales* CLERK

000039277  
BK00964 PG00140

Prepared by/Return To:  
Law Offices of John E. Tarburton, P.A.  
420 Pennsylvania Avenue, Suite 2  
Seaford, DE 19973  
Tax Map and Parcel No. 5-33-11.00-82.03

Ex(D.I. 6-C)

**SETTLEMENT AGREEMENT  
AND  
GENERAL RELEASE OF CLAIMS**

**PARTIES**

This Settlement Agreement and General Release of Claims (the "Agreement") is made and entered into on the last day set forth on the signature page hereto by STEVEN KREBS d/b/a KREATIVE GARDEN CENTER (hereinafter "Plaintiff") by and through his counsel, John E. Tarburton, Esquire and PATRICIA A. MEYERS, Pro Se (hereinafter "Defendant"), for the purpose of resolving by compromise settlement, all claims, liabilities, and disputes arising out of a dispute between the Parties. In the remainder of this Agreement, Plaintiff and Defendant shall be referred to collectively as the "Parties."

**RECITALS**

This Agreement is entered into with reference to the following facts:

A. A dispute exists among the Parties concerning the lease dated January 31, 2002 to lease 2.50 acres +/- (hereinafter the "Dispute"), a copy of which is attached hereto as Exhibit "A".

*Seal P.A.M.*

000039277  
BK00964 PG00141

B. Plaintiff filed a Complaint in the Court of Chancery of the State of Delaware, in and of Sussex County (C.A. 1120-S) (hereinafter the "Litigation"). The action alleges the following: Count I Declaratory Judgment and Specific Performance, Count II Injunctive Relief and Count III Damages for Breach of Lease.

C. The Parties, without in any way conceding the validity or sufficiency of any claim or contention of any or all of the Parties, now desire to fully compromise, finally settle, and fully release all claims, disputes and differences related to the Dispute and Litigation.

D. Defendant agrees to indemnify, defend and hold harmless, Plaintiff, (hereinafter "Indemnified Party"), from and against any and all mortgages, judgments, demands, claims, actions or causes of actions, assessments, losses, damages, liabilities, costs and expenses, including but not limited to interest, penalties and reasonable attorneys' fees and expenses (collectively "Damages"), resulting to, imposed upon or incurred by the Indemnified Party, by reason of or resulting from any and all claims, liabilities or obligations, whether absolute, accrued or contingent, except those expressly assumed under this Agreement by Plaintiff, arising out of any acts, omissions to act or occurrences, which take place on or prior to the recording of the Deed and this Agreement pertaining in any way to Defendant's interest in 2.50 +/- acres (Tax Map and Parcel No. 5-33-11.00-82.03). Notwithstanding the above, Defendant agrees to hold Plaintiff harmless from any and all claims, debts, defenses, liabilities, costs, attorney's fees, actions, suits at law or equity, agreements, contracts, expenses, damages, whether general, specific performance, punitive, exemplary, contractual or contra contractual and causes of action of any kind or nature, which Plaintiff may now have or claims to have against Defendant, including without limitation all claims or causes of action which in any way, directly or

000039277  
BK00964 PG00142

indirectly, or in any other way arises from or are connected in any way arises from language set forth in the final paragraph of an Agreement, a copy of which is attached as Exhibit "B," executed by Patricia A. Meyers and Dennis L. Smith on or about July 12, 2006, recorded at the Office of the Recorder of Deeds, in and for Sussex County at Georgetown, Delaware at Deed Book 913, Page 046, wherein Patricia A Meyers agreed to allow Dennis Smith to place a "type of house or a type of trailer on Ms. Patricia A. Meyers' 2.5 acres ... some time after this property is completely cleared." Defendant agrees to indemnify and hold Plaintiff harmless in the event that any litigation arises out of said language.

**AGREEMENTS AND CONSIDERATION**

**THEREFORE**, in consideration of the facts and mutual general releases and promises contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the Parties promise and agree as follows:

1. Except as set forth herein, this Agreement terminates all claims, causes of action, disputes, controversies and/or disagreements between the Plaintiff and Defendant as of the date of this Agreement, all as is more fully set forth herein.
2. Defendant agrees to transfer all of her rights, title and interest in property located north side of Zion Church Road (State Route 20) known as Tax Map and Parcel No. 5-33-11.00-82.03 as more fully described as Parcel B containing 2.50 acres more or less as surveyed and shown on a plot prepared by Land Tech, LLC, Professional Land Surveyors, dated February 8, 2005 and recorded on the 1<sup>st</sup> day of April, 2005, in Plot Book 92, Page 126 in the Office of the

000039277  
BK00964 PG00143

Recorder of Deeds, in and for Sussex County at Georgetown, Delaware, which is the subject of the above-captioned action;

3. Defendant agrees to forward the deposit of \$10,000.00 plus interest for a total of \$10,053.22 of July 31, 2007 in funds, which consists of the monthly rental payment paid by Plaintiff and is being held at Citizens Bank (Account No. 8200916039) by the Court of Chancery pursuant to Order of the Court to the escrow account of John E. Tarburton Esquire, PA., for the Plaintiff's attorney to distribute to cover the costs to cover the 2.5 acre parcel of land which is the subject of this dispute and to pay Mr. Krebs attorney fees, recording costs and county taxes.

4. Plaintiff shall take all actions necessary have the Litigation dismissed with prejudice within two (2) weeks after receiving the Deed and monies currently held by the Court of Chancery by filing a fully executed Stipulation of Dismissal of the action filed in the Court of Chancery and known as Steven Krebs d/b/a Kreative Gardens Center vs. Patricia A. Meyers, a copy of which is attached as Exhibit "B".

**GENERAL PROVISIONS AND RELEASES**

1. Plaintiff and Defendant further agree to release and forever discharge the other from any and all state or federal claims, demands or causes of action asserted, existing or claimed to exist against either or both of them by reason of, arising from or related to the Dispute and Litigation.

2. Plaintiff does further release and forever discharge the Defendant and each of her successors, representatives, insurers, assignees, agents, employees, executors, administrators,

*SL P.A.M.*

000039277  
BK00964 PG00144

heirs, and all persons acting by, through, or in any way on behalf of the Defendant, of and from any and all claims, debts, defenses, liabilities, costs, attorneys' fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific, punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which Plaintiff may now have or claim to have against the Defendant, including without limitation all claims or causes of action which in any way, directly or indirectly, or in any other way arises from or are connected with or which could have been asserted in connection with the Dispute and Litigation, and any claim, cause of action, damages, promises or demands which could have been asserted in the Dispute and Litigation; and the Parties further covenant and agree that this Agreement may be pleaded or asserted by or on behalf of the Defendant as a defense and complete bar to any action or claim that may be brought against or involving the Defendant by anyone acting or purporting to act on behalf of Plaintiff with respect to any of the matters within the scope of this Agreement excepting only the obligations of the Parties under this Agreement. This full and final release shall cover and shall include and does cover and does include any and all known or future damages not now known to any of the parties hereto, but which may later develop or be discovered, including the effects and consequences thereof, and including all causes of action therefore which arise out of the same facts as were alleged or could have been alleged in the Dispute and Litigation.

Notwithstanding the general release set forth in this Paragraph 2, the following matter is excepted and excluded therefrom: any and all claims, debts, defenses, liabilities, costs, attorney's fees, actions, suits at law or equity, agreements, contracts, expenses, damages, whether general, specific performance, punitive, exemplary, contractual or contra contractual and

000039277  
PK00964 PG00145

causes of action of any kind or nature, which Plaintiff may now have or claims to have against Defendant, including without limitation all claims or causes of action which in any way, directly or indirectly, or in any other way arises from or are connected in any way arises from language set forth in the final paragraph of an Agreement, a copy of which is attached as Exhibit "B," executed by Patricia A. Meyers and Dennis L. Smith on or about July 12, 2006, recorded at the Office of the Recorder of Deeds, in and for Sussex County at Georgetown, Delaware at Deed Book 913, Page 046, wherein Patricia A Meyers agreed to allow Dennis Smith to place a "type of house or a type of trailer on Ms. Patricia A. Meyers' 2.5 acres ... some time after this property is completely cleared." Defendant agrees to indemnify and hold Plaintiff harmless in the event that any litigation arises out of said language.

3. If Defendant should file any type of action any in any Court within the State of Delaware against Dennis L. Smith a/k/a Dennis Smith (hereinafter "Smith") relating to any injury resulting from any damages incurred by Defendant as a result of any documentation filed by Smith on behalf of Defendant through any type of Power of Attorney, Plaintiff agrees to be called as a witness on behalf of Defendant in any such action.

4. This Agreement is entered into by the Parties for the purpose of compromising and settling the matters in the Dispute and Litigation between and among them. This Agreement does not constitute, and shall not be construed as, an admission by any Party of the truth or validity of any claims asserted or contentions advanced by any other Party.

5. It is expressly understood by the Parties that each Party shall bear its own costs in connection with the Dispute and Litigation and this Agreement and the Parties waive and release any claims they otherwise have or may have had to such costs and attorneys' fees.

000039277  
BK00964 PG00146

6. This Agreement is entered into in the State of Delaware and the Agreement, and any rights, remedies, or obligations provided for in this Agreement, shall be construed and enforced in accordance with the laws of Delaware.

7. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

8. If any action is brought to enforce this Agreement, or is brought in connection with any dispute arising out of this Agreement or the claims which are the subject of this Agreement, the prevailing Party or Parties shall be entitled to recover damages, fees and other costs incurred in such litigation which they may prove are the direct and proximate result of any breach hereof in addition to any other relief which that Party or Parties may be entitled to by law.

9. The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

10. The specific terms of this Agreement will be kept confidential and the Parties and their counsel agree not to disclose or publish the terms, conditions or covenants referred to in this Agreement, except as follows:

- A. As is required to comply with any applicable rules, statutes or regulations of any governmental agency; or
- B. As may be reasonably necessary to conduct any litigation arising out of or concerning this Agreement.

BK00964 000039277  
PG00147

11. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all Parties.

12. The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter which each releases in this Agreement and that they have not previously assigned or transferred, or purported to do so, to any person or other entity any right, title or interest in any such claim or other matter. In the event that such representation is false, and any such claim or matter is asserted against either Party by anyone who is the assignee or transferee of such a claim or matter, then the Party who assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the Party against whom such claim or matter is asserted and its successors from and against such claim or matter.

13. The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have or had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement, and have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal affect.

14. This Agreement shall be effective as a full and final accord and satisfaction and release of each matter in connection with those matters set forth herein above.

000039277  
BK00964 PG00148

15. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assignees.

16. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals.

17. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that there is no other agreement, written or oral, expressed or implied between the parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

18. The individuals whose signatures are affixed to this Agreement in a representative capacity represent and warrant that they are authorized to execute the Agreement on behalf of and to bind the entity on whose behalf the signature is affixed.

19. Each of the parties acknowledges that he or she has been independently advised of his or her legal rights, duties and obligations, and of the legal and practical effects of this

20. Agreement, by counsel of his or her own selection, or has had the opportunity to obtain such advice but declined to seek such counsel.

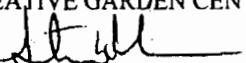
21. Each of the parties has read and fully understands the terms, conditions and provisions of this Agreement and believes it to be fair, just, adequate and reasonable as to each of them and each does freely and voluntarily accept such terms, conditions and provisions.

000039277  
BK00964 PG00149

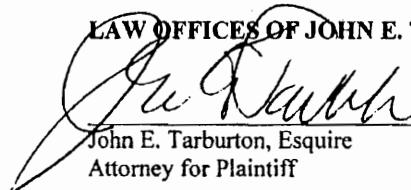
22. This Agreement may be executed in counterpart facsimile signatures and all such counterparts shall constitute a single form of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this document to be executed as of the last day set forth below.

Dated: 8/16/07

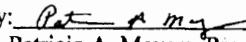
PLAINTIFF, STEVEN KREBS  
d/b/a KREATIVE GARDEN CENTER  
By:   
Steven Krebs

Dated: 8/16/07

LAW OFFICES OF JOHN E. TARBURTON, ESQ. PA  
  
John E. Tarburton, Esquire  
Attorney for Plaintiff

DEFENDANT, PATRICIA A. MEYERS

Dated: 8/16/2007

By:   
Patricia A. Meyers, Pro Se

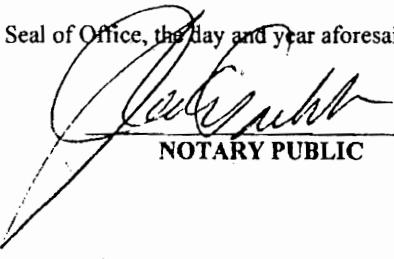
000039277  
BK00964 PG00150

STATE OF DELAWARE : : SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 16 day of August, A.D. 2007,  
personally came before me, the Subscriber, a Notary Public for the State and County  
aforesaid, Steven Krebs d/b/a Kreative Garden Center and Patricia A. Meyers, parties to  
this Indenture, known to me personally to be such, and acknowledged this Indenture to be  
their deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

John E. Tarburton  
Attorney  
29 Del. C. §4323

  
NOTARY PUBLIC

000039277  
BK00964 PG00151

## Commercial Lease Agreement

Commercial lease agreement, made and entered into on the 31 day of January, 2002, between Patricia A. Meyers of Rt. 2, Box 103A, Frankford, Delaware 19945, referred to herein as "lessor" and Steven Krebs, D/B/A Kreative Gardens, of 91 Seagull Road, Selbyville, Delaware 19975, referred to as "lessee."

In consideration of the premises and performance of the provisions of this lease agreement, the parties agree and covenant as follows:

### SECTION 1 - LEASED PREMISES

Lessor leases to lessee and lessee leases from lessor, for use in a commercial plant nursery, retail sales outlet, and associated landscaping storage, sales, service, and operations, a 2.5 acre +/- portion of lessor's six acre parcel known as Tax Parcel Number 5-33-11-82 and located northeast of Road 382 and approximately 1100 feet northwest of Road 384, referred to herein as "premises." Lessor and lessee shall, upon execution of this agreement delineate the boundaries of said portion of the larger parcel by mutual agreement on-site.

### SECTION 2 - TERM

The term of this lease shall be for a period of three years commencing on March 25, 2002 and continuing in force until midnight February 28, 2005, unless terminated earlier as provided for in this lease or by operation of law. March 24 28 SE R.A.M.

### SECTION 3 - RENT

Lessee, in consideration of the leasing of the premises, agrees to pay rent in the sum of \$4000.00 per year, payable in two installments of \$2000.00. Rent installments shall be due on March 10 and October 10 at the lessor's address above or at other locations as lessor, from time to time, may direct lessee. Lessor agrees to accept rental payments from lessee or his agent up to and including five days after the due date, without penalty to lessee. Lessor may require payment of a late fee of 2% of the amount due for each month the amount remains due.

### SECTION 4 - SIGNING BONUS

Lessee shall pay to lessor, at the time of the first installment payment under this lease agreement, a one-time bonus of \$1000.00. Such amount is in excess of the established rent installment, and is paid in consideration of lessor's agreement to enter into this lease, as well as items noted herein.

Exhibit "A"

## SECTION 5 - LANDSCAPING OF ADJOINING RESIDENTIAL PROPERTY

Lessee, in consideration of the leasing of the premises, shall, within six months of the commencement of the lease term, undertake the clean-up and basic landscaping of lessor's residence, which adjoins the leased premises. Such clean-up shall be a "one-time-only" event for no charge and shall not otherwise be considered an ongoing obligation of the lessee. Such service shall be to place the property in a condition presentable for customers of lessee and shall be considered a benefit for both parties.

## SECTION 6 - USE OF PREMISES

- A. The premises shall be used and occupied by lessee for use in commercial enterprises related to the maintenance, storage, and sale of plants, landscaping supplies and other lawn, garden, or household materials. Lessor hereby acknowledges that lessee shall conduct retail and wholesale sales, operate landscaping services, and use the property for related enterprises; lessor explicitly consents to such use.
- B. Lessee shall comply with the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises during the term of the lease.
- C. Lessee shall not use the premises for any illegal purpose.

## SECTION 7 - IMPROVEMENTS, MODIFICATIONS, ALTERATIONS

Lessor gives lessee authority to make such improvements, alterations or additions to the premises as necessary for the establishment, maintenance and operation of the commercial enterprises of lessee. Such alterations or improvements include, but are not limited to, clearing the leased property, erection of storage buildings, greenhouses and a sales facility, placement of signage, and building and maintenance of a fence. Consent of the lessor is not necessary for lessee to make any future improvements, so long as the general use of the improvement is within the overall scope of the aforementioned uses of the property by lessee or any reasonable extension of those purposes.

Lessee shall, within six months of the commencement of the lease term, erect a fence around the leased premises in a location mutually agreeable to the parties.

Any improvements, alterations or additions made by lessee during the course of the lease remain the property of the lessee and shall be removed by lessee, at his expense, prior to the natural termination of the lease term. Lessor retains the right to purchase any improvements to the property, and shall give lessee 90 days notice in advance of the termination of the lease term of the desire to make such a purchase. Lessee is not entitled to any payment for the initial clearing of the property. If the parties are unable to reach agreement upon a purchase price within 30 days, lessee may begin the removal process. Upon natural termination of the lease term,

000039277  
BK00964 PG00153

lessee shall leave the premises clear of debris and excess material, with all holes or other evidence of removal of improvements filled or repaired.

Should this lease be cancelled, revoked or otherwise terminated by agreement or operation of law prior to the natural expiration of the lease term, lessee shall have 90 days to remove any and all improvements and return the property to the above-mentioned condition.

#### SECTION 8 – EXTENSION OF LEASE TERM

In consideration of rent and the additional signing bonus mentioned above, lessor hereby waives any right to terminate the lease at the end of the original three-year lease term and grants to lessee the right to request an extension of the lease term for three years or five years, at his option. Such extension shall continue under the terms and conditions of this lease agreement, unless the parties otherwise agree in writing at the time of the extension. Lessee shall give lessor, within 60 days of the natural expiration of the lease term, notice of his intention to either terminate the lease or extend the lease for an additional three years or an additional five years.

#### SECTION 9 – RIGHT OF FIRST REFUSAL / OFFER OF SALE AT LEASE END

In consideration of rent and the additional signing bonus mentioned above, lessor hereby gives lessee the right of first refusal for the sale of the leased premises and/or the entire 6-acre parcel. Should lessor receive a firm offer of sale for the parcel or any portion thereof, she shall offer that property for sale to the lessee upon the same terms and conditions as would be a part of the sale to the third party. Lessee shall have fifteen days from the date he is provided with written notice of the offer to accept or reject the offer.

Sixty days prior to the expiration of the lease term and any extension thereof, lessor shall provide lessee with an asking price for the purchase of the leased premises and/or the entire 6-acre parcel.

#### SECTION 10 – REGULATORY APPROVAL / EFFECT OF DENIALS

Upon execution of this lease, lessee shall take immediate and appropriate steps to secure regulatory approval of his proposed use of the property. Payment of the first rent installment and signing bonus shall not be due until final approval of Sussex County Planning and Zoning and/or Sussex County Council is given for a conditional or special use sufficient for lessee to operate the proposed business. Payment of the first rental installment and signing bonus shall also be stayed until DelDOT provides a final entrance approval for the business. If such approvals are not forthcoming within two months from the signing of this lease, or if lessee is denied approval, lessee shall have, at his discretion, the option to void the lease.

If any other regulatory agency, entity, or political sub-division imposes a requirement for approval which makes the proposed business economically, physically, or otherwise unfeasible, lessee shall have, at his discretion, the option to void the lease. Upon such election by the lessee, lessor shall be entitled to retain the signing bonus and a share of any rent paid, prorated by the number of days lessee held possession of the leased premises.

000039277  
EK00964 PG00154

#### SECTION 11 – ASSIGNMENT, SUBLICENSE, TRANSFER

This rights and obligations under this agreement may not be assigned or otherwise transferred by either party without the signed, written consent of the other party. Lessee may not sublease the parcel or any portion thereof without the signed, written consent of lessor.

Lessor hereby consents to the assignment of this lease to any business entity created by lessee to conduct the business operating on or from the property. Such an entity may be a corporation, L.L. P., or any other independently operating business form recognized by Delaware law. Upon such assignment, all rights and obligations shall accrue to the business entity and lessee shall have no further liability under this lease agreement. Lessee shall give lessor notice of the assignment in a timely manner.

#### SECTION 12 – GOVERNING LAW

This agreement is made under, and controlled by, the laws of the State of Delaware.

#### SECTION 13 – ENTIRE AGREEMENT

The terms and conditions herein constitute the entire agreement of the parties. No additions, modifications, or alterations to the agreement shall be valid or enforceable unless in writing and signed by the parties.

#### SECTION 14 – WAIVER

Any waiver, exception, or other excuse of any provision or violation of any provision of this agreement shall not constitute a general waiver of the agreement and, further, shall not constitute a waiver of any future breach.

IN WITNESS WHEREOF, the parties have set their hands and seals:

Patricia A. Meyers (seal)  
Patricia A. Meyers, lessor

Date: 1/31/2002

Steven S. Krebs (seal)  
Steven S. Krebs, lessee

Date: 1/31/02

36350

BK 00964

500913 2046

## Agreement

000039277  
BK00964 PG00155

Tax Map # 5-33 11.00 82.00

Prepared by: Dennis L. Smith  
Return to: Route 3, Box 96  
Frankford, DE 19945

TO ALL PERSONS, be it known that Patricia A. Meyers, drivers license No. 427897, of RT 4 Box 103A Frankford, DE 19945 located in Sussex County, and Dennis L. Smith, drivers license No. 829030, of Route 3, Box 96 Frankford DE 19945 located in Sussex County, agreed to the following:

Concerning Tax Map # 5-33 11.00 82.00 Tract 3, Plot book 92, page 126, whether past, present or future, Ms. Patricia A. Meyers agreed to never sue and/or file a lawsuit against Mr. Dennis L. Smith concerning or for any property that she sold to him and/or that she continues to own. Also, Mr. Dennis L. Smith agreed to never sue and/or file a lawsuit against Ms. Patricia A. Meyers involving her 2.5 acres +/- parcel B, which Mr. Dennis L. Smith has the October 27, 2003, power of attorney. This power of attorney was granted by Ms. Patricia A. Meyers, and was recorded in the Recorder of Deeds book No. 00776, page 041.

Mr. Dennis L. Smith and Ms. Patricia A. Meyers agreed that Mr. Dennis L. Smith will continue with civil case 1120-S, and greed, whether past, present or future, that Mr. Dennis L. Smith will not sue and/or file a lawsuit against her, concerning his involvement in civil case No. 069-S, and his involvement in civil case No. 1120-S.

Mr. Dennis L. Smith and Ms. Patricia A. Meyers agreed, whether past, present or future, that Mr. Dennis L. Smith will not sue and/or file a lawsuit against her, for any problems that may come from her letter dated July 8, 2006, certified mail No. 7002 0460 0001 5100 2767, concerning civil case No. 1120-S.

Mr. Dennis L. Smith and Ms. Patricia A. Meyers agreed, whether past, present or future, that Mr. Dennis L. Smith will not sue and/or file a lawsuit against her, concerning two false arrests, which was Nolle Prosequi, involving civil case No. 1120-S.

Mr. Dennis L. Smith, a friend of family, agreed to place a type of house or a type of house trailer on Ms. Patricia A. Meyers' 2.5 acres parcel as mentioned above, some time after this property is completely cleared. Ms. Patricia A. Meyers and Mr. Dennis L. Smith agreed, that this document may be recorded in the Recorder of Deeds.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 12 day of July, A.D. 2006.

Witnesseth:

RECODER OF DEEDS

JOHN F. DRADY

Witness

06 JUL 13 PM 2:15 Patricia A. Meyers

STATE OF DELAWARE

SUSSEX COUNTY  
DOC. SURCHARGE PAID Dennis L. Smith

ss.

COUNTY OF SUSSEX

I HEREBY CERTIFY that on this 12 day of July, A.D. 2006, personally came before me, a Notary Public for the State and County aforesaid, Patricia A. Meyers and Dennis L. Smith, and acknowledged the foregoing agreement to be their act and deed.

Karen M. Samsel  
Exhibit "B" NOTARY PUBLIC  
KAREN M. SAMSEL

Notary Public - State of Delaware  
My Comm. Expires Mar. 10, 2007

65684

0000039277 00776 2041  
General Power of Attorney 156 964

TO ALL PERSONS, be it known that I, Patricia A. Meyers,  
 Drivers License No. 427897, of RT #4 Box 1034 Frankfort, DE 19945,  
 located in Sussex County, the undersigned Grantor, do hereby make and grant a general power of  
 attorney to my close friend of the family, Dewin's L. Smith, Sr.  
 of RT 3 Box 96 Frankfort, DE 19945, and do thereupon constitute and  
 appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I  
 myself could do, if I were personally present, with respect to the following matters, to the extent  
 that I am permitted by law to act through an agent: Grantor gives agent complete authority, to  
 any and all real estate properties, leased properties, including any and all properties sold to,  
 will to and/or owned by Grantor, to act and/or handle as agent choose in any matter. See most  
 details below of real estate powers.

## Real Estate Powers

DEAL WITH PROPERTY. To retain, invest in, sell, mortgage, lease, exchange, manage,  
 subdivide, develop, build, alter, repair, improve, raze, abandon, or otherwise deal with or dispose  
 of any property and to execute, acknowledge and deliver any and all contracts, deeds, leases,  
 assignments, assignments of, extensions of, satisfactions of, and releases of mortgage, subordination  
 agreements, and any other instrument or agreement of any kind in connection therewith and  
 affecting real and personal property located at County Road 382, near Johnson's Corner, Baltimore  
 Hundred, Sussex County, Delaware consisting of 39.02 acres with improvements and any property  
 hereafter owned by Grantor located anywhere, which my attorney-in-fact/agent may deem to be  
 necessary.

My attorney-in-fact/agent has complete authority to appoint another agent and/or agents  
 other than himself to have the same complete authority or limited authority, through a written  
 agreement. In my will, to my son ( Mack L. Davis Jr. ) and agent, also will allow my agent to  
 continue with complete authority as mentioned in this document.

Notice: Any copy of this document, received by anyone, is to prove the authority that the agent  
 has now and had verbally before. This idea of giving complete authority to my agent,  
 was initiated by me, ( Grantor ). There are four (4) of these same exact Power of  
 Attorney documents signed, witnessed to, and notarized, which are superior over any other  
 power of attorney that I had granted to my attorney-in-fact/agent, but, one (1) of these  
 four (4) must be recorded in the Recorder Of Deeds.

My attorney-in-fact/agent hereby accepts this agreement, and I affirm and ratify all acts so  
 undertaken.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 27<sup>th</sup> day  
 of October, A. D. 2003.

Witnesseth:

Mack Davis  
Witness  
Amanda O'Ford  
Witness

Patricia A. Meyers  
Grantor  
Dewin's L. Smith, Sr.  
Attorney-in-Fact/Agent

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

REORDER OF DEEDS  
JAMES F. BRADY

13 OCT 27 AM 11:51

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, A. D. 2003,  
 personally came before me, a Notary Public for the State and County aforesaid, Patricia A. MEYERS, a COUNTY  
 Meyers, and acknowledged the foregoing Power of Attorney to be her act and deed.

KAREN M. SAMSEL

NOTARY PUBLIC - DELAWARE

My Commission Expires March 10, 2005 NOTARY PUBLIC

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY

STEVEN KREBS d/b/a	:	C.A. No. 1120-S
KREATIVE GARDEN CENTER,	:	
	:	
Plaintiff,	:	
	:	
	:	
v.	:	
	:	
	:	
PATRICIA A. MYERS,	:	
	:	
Defendant.	:	

**STIPULATION AND ORDER OF DISMISSAL  
AND DISTRIBUTION OF MONIES**

NOW COME the parties by and through the parties and their counsel, who stipulate the following:

1. The Clerk is directed to remove the monies currently held at Citizens Bank (Account No. 8200916039) by the Court of Chancery pursuant to Order of the Court in the above-captioned action and transfer the \$10,053.22, which includes the \$10,000.00 deposit plus interest, to the escrow account of John E. Tarburton, P.A., for the Plaintiff's attorney to distribute to cover the costs to cover the 2.5 acre parcel of land which is the subject of this dispute and to pay Mr. Krebs attorney fees, recording costs and county taxes; and

Exhibit "B"

000039277  
BK00964 PG00158

2. Upon the transfer of the monies currently held by the Court of Chancery the above-captioned case shall be **DISMISSED with prejudice.**

LAW OFFICES OF  
JOHN R. TARBURTON, P.A.

PATRICIA A. MEYERS, *PROSE*

By: John E. Tarburton  
John E. Tarburton, Esquire (I.D. No. 3918)  
420 Pennsylvania Avenue  
Suite 2  
Seaford, Delaware 19973  
(302) 628-5499  
Attorney for Plaintiff

By: Patricia A. Meyers  
Patricia A. Meyers, Pro Se  
36161 Zion Church Road  
Frankford, DE 19945  
Pro Se Defendant

Dated: 8/16/07

Dated: 8/16/2007

STEVEN KREBS d/b/a  
KREATIVE GARDEN CENTER

By: Stevens  
Steven Krebs, Plaintiff

Dated: 8-16-07

IT IS SO ORDERED THIS \_\_\_\_ DAY  
OF \_\_\_\_ , A.D. 2007,

Judge \_\_\_\_\_

RECORDER OF DEEDS  
JOHN F. BRADY  
08/17/2007 09:48A  
SUSSEX COUNTY  
DOC. SURCHARGE PAID

**EX (D.I. 6 -D )**

BK03487 000039278  
PG000025

Prepared by/Return To:  
Law Offices of John E. Tarburton, P.A.  
420 Pennsylvania Avenue, Suite 2  
Seaford, DE 19973  
Tax Map and Parcel No. 5-33-11.00-82.03

Ex(DI 6-D)

**THIS DEED PREPARED WITHOUT  
BENEFIT OF A TITLE EXAMINATION**

**THIS DEED**, Made this 16th day of August, in the year of our Lord two thousand seven.

**BETWEEN**, Patricia A. Meyers having a mailing address of 36161 Zion Church Road, Frankford, Delaware 19945, party of the first part,

- A N D -

Steven Krebs having a mailing address of P.O. Box 796, Selbyville, Delaware 19975, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, and in consideration for the settlement and dismissal of Steven Krebs d/b/a Kreative Garden Center, C.A. No. : 1120-S, a Civil Action currently filed in the Court of Chancery of the State of Delaware, hereby grants and conveys unto the said party of the second part, his heirs and assigns:

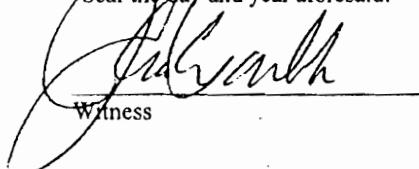
**ALL** that certain lot, piece or parcel of land, lying and being situate in Baltimore Hundred, Sussex County, State of Delaware, being more fully described as "Parcel B" containing 2.50 acres, more or less, as surveyed and shown on a plot prepared by Land Tech, LLC, Professional Land Surveyors, dated February 8, 2005 and recorded on the 1<sup>st</sup> day of April, 2005, in Plot Book 92, Page 126 in the Office of the Recorder of Deeds, in and for Sussex County at Georgetown, Delaware, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

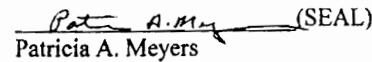
**BEING** a part of the same lands conveyed unto Patricia A. Meyers, by deed of Carol Evans and Keith Evans, dated June 30, 2003 and filed for recorded in the Office of the Recorder of Deeds, in and for Sussex County at Georgetown, Delaware, in Deed Book 2867, Page 123.

000039278  
BK03487 PG00026

PURSUANT TO THE TERMS of a Settlement Agreement and General Release of Claims executed by the parties hereto, on even date herewith, said instrument being incorporated herein by reference as though set for in full herein, recorded in the Office of the Recorder of Deeds, in and for Sussex County, Georgetown, Delaware in Deed Book       ,  
page        MISC

IN WITNESS WHEREOF, the party of the first part has hereunto set her Hand and Seal the day and year aforesaid.

  
John E. Tarburton  
Witness

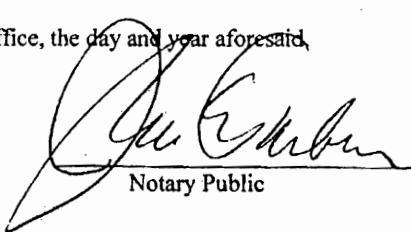
  
Patricia A. Meyers (SEAL)

STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

Consideration:	\$0.00	Exempt Code: A
County 172.50 counter	State 172.50	Total 345.00
Date: 08/17/2007		

BE IT REMEMBERED, That on this 16th day of August, A.D. 2007, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, **Patricia A. Meyers**, party to this Indenture, known to me personally to be such, and she acknowledged this Indenture to be her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid,

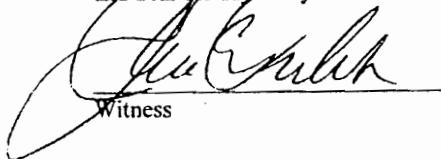
  
John E. Tarburton  
Attorney  
29 Del. C. §4323

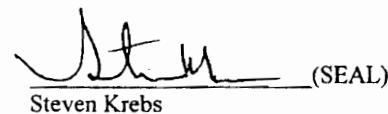
Notary Public

BK03487 000039278  
PG000027

AND WHEREAS, the said Steven Krebs, party of the second part, joins in the execution of this Deed hereby confirming acceptance of this Deed in lieu of any further legal action regarding this property.

IN WITNESS WHEREOF, the party of the second part has hereunto set his Hand and Seal the day and year aforesaid.

  
Witness

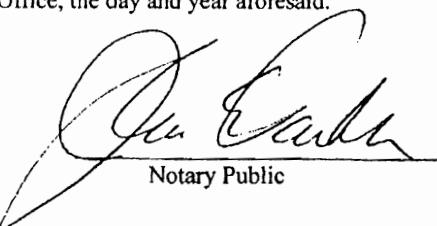
  
(SEAL)  
Steven Krebs

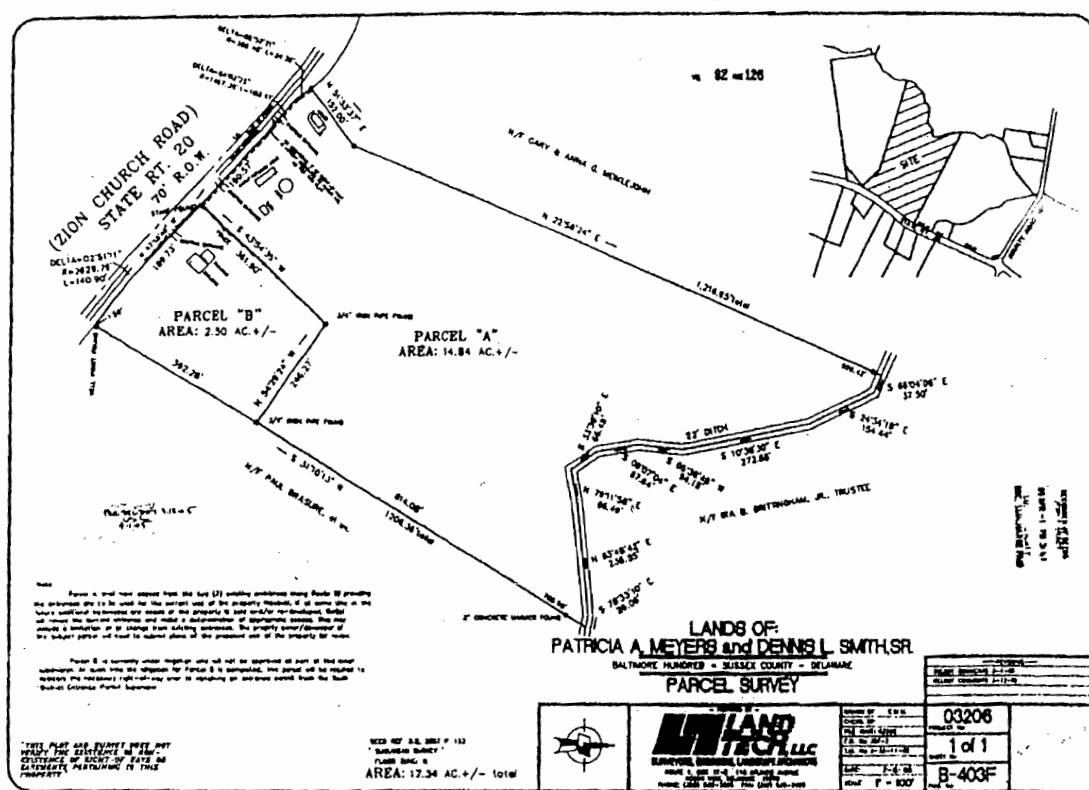
STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 16th day of August, A.D. 2007, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, STEVEN KREBS, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

John E. Tarburton  
Attorney  
29 Del. C. §4323

  
Notary Public



**RECEIVED**

EXHIBIT "A"

AUG 20 2007

**ASSESSMENT DIVISION  
OF SUSSEX COUNTY**

000039278  
BK03487 PG00028

RECORDER OF DEEDS  
JOHN F. BRADY  
08/17/2007 09:51A  
SUSSEX COUNTY  
DOC. SURCHARGE PAID

**In The United States District Court  
For The District of Delaware**

*Ex(D.I.1 and 2)*

Mr. Dennis L. Smith Sr.

C.A. No. 07-525

Petitioner,

vs.

Ms. Patricia A. Meyers, and her son  
Mr. Mack L. Davis Jr., and all of her  
sibling(s),

Mr. Steven S. Krebs, and his mother  
Ms. Barbara Krebs and any other  
person(s) who Attempt, to "ILLEGALLY  
- "OBSTRUCT - Power of Attorney  
Document Book / No. 00776 page;  
041 Legal Dated 10-27-03 of the  
Sussex County Delaware Office of the  
{Incumbent} recorder of Deed(s) }

**Re; Equal - Right(s);**

**In ref: Vindication of civil Right(s)**

**Here - under; 42 U.S.C.A § 1988.**

This is not a lawsuit. The sole purose  
of this is to simply constitutionally  
**enforce 42 U.S.C.A. § 1981(b). under**  
**the Law.**

Respondent(s).

**In Re; Violation(s) of 42 U.S.C.A § 1981(a)(b).  
Notice of amicable Request for instantaneous Injunctive Relief  
Notice of Motion Ex parte  
EMERGENCY  
Temporary Restraining "Order"**

To prevent further Irreparable Hedonic damage(s) to Mr. Dennis L Smith and  
his mutual July 12, 2006 Recorded Agreement Book 00913 Page 046  
and his mutual October 27, 2003 Power of Attorney Recorded  
Agreement Book 00776 Page 041, both of these documents are  
recorded in the Sussex County Recorder of Deeds. I, Mr. Dennis L. Smith

do hereby legally / constitutionally Petition, this proper {Legal - jurisdictional},  
situs for "Instant - Action"; See; Here - under; **28 U.S.C.A. § 87. § 1331. § 1343. For Mentioned Above Agreements, see attached -----**

----- **Exhibit G G and Exhibit H H**

My inalienable " Equal – Protection(s) to be treated as an EQUAL have been again and again illegally intentionally sacrificed and my " **Due Process** ", U.S. Constitutional 5<sup>th</sup> and 14<sup>th</sup> Amendment privilege(s) have been erroneously illegally BREACHED, in which / which is totally inconsistent, with the Constitutional Elemental / Fundamental(s) of Liberty and Justice, as a matter of Law. This Manifest Temporary Restraining Order is to prevent further Irreparable Misleading / **False Outburst of pernicious false - statement(s)** of the very unrealistic viability of very ignorant person(s) who know who they are,. ( **Mr. Steven S. Krebs at the Selbyville, Delaware's Post Office made a false outburst to me Mr. Dennis L. Smith about legal documents, in the PUBLIC, and I recorded the evidence on tape** ). This specific legal Request for a constitutional,. Vehement; Temporary Restraining "Order" is to at once, legally **Forbid** the following As a Matter of Law,.

**{01}. Forbid** -- The Continued farce of even any remote Meaningless vitreous / Transparent - viability of the totally outrageous and absurd; documents as Ms. Patricia A. Meyers' letter dated August 8, 2007 Book 00963 Page 00026, which

is a recorded breach, recorded in Recorder of Deeds and a violation of 42 U.S.C.A § 1981(a)(b), because it breaches Mr. Dennis L. Smith's mutual July 12, 2006 Agreement Book 00776 Page 041. **Therefore, see this August 8, 2007 letter of Federal Code violation 42 U.S.C.A § 1981(a)(b) as -----**

----- **Exhibit F F**

**{02}. Forbid -- All listed Respondent(s) from slanderous and/or acts to Mr. Dennis L. Smth. Therefore, as **Notice**, also all listed Respondent(s) {shall} at their, as soon as possible convience **simply** Review Mr. Dennis L. Smith 's Legally Iron - clad Legal - document(s) in which are both as 02<sup>nd</sup> Notice, legally filed with the Sussex County , Delaware "Recorder of Deeds" ,. See; ----- ----- **Exhibit; G G and H H,** **and** next, see **Federal Code 42 U.S.C.A § 1981(a)(b) as; -----Exhibit I I****

**{03}. Forbid – based on Ms. Patricia A. Meyers' breach; Any acts starting from August 8, 2007, which did not include Power of Attorney Mr. Dennis L. Smith, mutual written July 12, 2006 Agreement Book 00913 Page 046's involvement in Ms. Patricia A. Meyers' 2.5 acres parcel Tax Map No. 5 – 33 11.00 82.03 until this mess is legally settled. Furthermore concerning this property, forbid any Sale, and/or additional lease(s) and/or Rental lease / Rental(s), again superficially - continuing of the asaid, 2 1/2 acre parcel are heretofore forbidded / Prohibited as due to my sole as written viable; "Power of Attorney".**

36350

00913 046

Ex(D.I. 1 and 2-44)

## Agreement

Tax Map # 5-33 11.00 82.00

Prepared by: Dennis L. Smith  
 Return to: Route 3, Box 96  
 Frankford, DE 19945

TO ALL PERSONS, be it known that Patricia A. Meyers, drivers license No. 427897, of RT 4 Box 103A Frankford, DE 19945, located in Sussex County, and Dennis L. Smith, drivers license No. 829030, of Route 3, Box 96 Frankford De 19945 located in Sussex County, agreed to the following:

Concerning Tax Map # 5-33 11.00 82.00, Tract 3, Plot book 92, page 126, whether past, present or future, Ms. Patricia A. Meyers agreed to never sue and/or file a lawsuit against Mr. Dennis L. Smith concerning or for any property that she sold to him and/or that she continues to own. Also, Mr. Dennis L. Smith agreed to never sue and/or file a lawsuit against Ms. Patricia A. Meyers involving her 2.5 acres +/- parcel B, which Mr. Dennis L. Smith has the October 27, 2003, power of attorney. This power of attorney was granted by Ms. Patricia A. Meyers, and was recorded in the Recorder of Deeds book No. 00776, page 041.

Mr. Dennis L. Smith and Ms. Patricia A. Meyers agreed that Mr. Dennis L. Smith will continue with civil case 1120-S, and agreed, whether past, present or future, that Mr. Dennis L. Smith will not sue and/or file a lawsuit against her, concerning his involvement in civil case No. 069-S, and his involvement in civil case No. 1120-S.

Mr. Dennis L. Smith and Ms. Patricia A. Meyers agreed, whether past, present or future, that Mr. Dennis L. Smith will not sue and/or file a lawsuit against her, for any problems that may come from her letter dated July 8, 2006, certified mail No. 7002 0460 0001 5100 2767, concerning civil case No. 1120-S.

Mr. Dennis L. Smith and Ms. Patricia A. Meyers agreed, whether past, present or future, that Mr. Dennis L. Smith will not sue and/or file a lawsuit against her, concerning two false arrests, which was Nolle Prosequi, involving civil case No. 1120-S.

Mr. Dennis L. Smith, a friend of family, agreed to place a type of house or a type of house trailer on Ms. Patricia A. Meyers' 2.5 acres parcel as mentioned above, some time after this property is completely cleared. Ms. Patricia A. Meyers and Mr. Dennis L. Smith agreed, that this document may be recorded in the Recorder of Deeds.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 12 day of July, A.D. 2006.

Witnesseth: Cheryn Carter RECORDER OF DEEDS  
JOHN F. BRADY

Witness 06 JULY 13 PM 2:15 Patricia A. Meyers

SUSSEX COUNTY  
DOC. SURCHARGE PAID Dennis L. Smith

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

I HEREBY CERTIFY that on this 12 day of July, A.D. 2006, personally came before me, a Notary Public for the State and County aforesaid, Patricia A. Meyers and Dennis L. Smith, and acknowledged the foregoing agreement to be their act and deed.

Karen M. Samsel  
NOTARY PUBLIC

KAREN M. SAMSEL

Notary Public - State of Delaware

My Comm. Expires Mar. 10 2007

TO ALL PERSONS, be it known that I, Patricia A. Meyers,  
 Drivers License No. 427897, of RT #4 Box 103A Frankford, DE 19945,  
 located in Sussex County, the undersigned Grantor, do hereby make and grant a general power of  
 attorney to my close friend of the family, Dennis L. Smith, Sr.,  
 of RT 3 Box 96 Frankford, DE 19945, and do thereupon constitute and  
 appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent: Grantor gives agent complete authority, to any and all real estate properties, leased properties, including any and all properties sold to, will to and/or owned by Grantor, to act and/or handle as agent choose in any matter. See most details below of real estate powers.

#### Real Estate Powers

DEAL WITH PROPERTY. To retain, invest in, sell, mortgage, lease, exchange, manage, subdivide, develop, build, alter, repair, improve, raze, abandon, or otherwise deal with or dispose of any property and to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments, assignments of, extensions of, satisfactions of, and releases of mortgage, subordination agreements, and any other instrument or agreement of any kind in connection therewith and affecting real and personal property located at County Road 382, near Johnson's Corner, Baltimore Hundred, Sussex County, Delaware consisting of 39.02 acres with improvements and any property hereafter owned by Grantor located anywhere, which my attorney-in-fact/agent may deem to be necessary.

My attorney-in-fact/agent has complete authority to appoint another agent and/or agents other than himself to have the same complete authority or limited authority, through a written agreement. In my will, to my son ( Mack L. Davis Jr. ) and agent, also will allow my agent to continue with complete authority as mentioned in this document.

Notice: Any copy of this document, received by anyone, is to prove the authority that the agent has now and had verbally before. This idea of giving complete authority to my agent, was initiated by me, ( Grantor ). There are four (4) of these same exact Power of Attorney documents signed, witnessed to, and notarized, which are superior over any other power of attorney that I had granted to my attorney-in-fact/agent, but, one (1) of these four (4) must be recorded in the Recorder Of Deeds.

My attorney-in-fact/agent hereby accepts this agreement, and I affirm and ratify all acts so undertaken.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this 27<sup>th</sup> day of October, A. D. 2003.

Witnesseth:

Witness

Witness

Pat A. Meyers  
Grantor

Dennis L. Smith, Sr.  
Attorney-in-Fact/Agent

STATE OF DELAWARE

: ss.

COUNTY OF SUSSEX

RECODER OF DEEDS  
JOHN F. BRADY

03 OCT 27 AM 11:51

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October, A. D. 2003, personally came before me, a Notary Public for the State and County aforesaid, Patricia A. Meyers, and acknowledged the foregoing Power of Attorney to be her act and deed.

KAREN M. SAMSEL

NOTARY PUBLIC - DELAWARE

My Commission Expires March 10, 2006

NOTARY PUBLIC

Revocation of Power of ATTORNEY

(Ex(D.I.-1 and 2-EE)

BK00963 0000037866  
PG000026

I PATRICIA A. MEYERS Drivers License No: 427897  
of 36161 ZION Church Road, FRANKFORD, DE. 19945  
I AM REVOCATION OF THIS POWER OF ATTORNEY  
from DENNIS LEE SMITH SR. RT 3 Box 96  
FRANKFORD, DE. 19945 FROM OCTOBER 27<sup>th</sup> 2003.  
AS OF AUGUST 8<sup>th</sup> 2007 YOU ARE NO LONGER  
my POWER OF ATTORNEY.

REFERENCE

BK # 776

Pg. 41

DATED 10/27/03

Patricia A. Meyers

August 8<sup>th</sup> 2007

SWORN BEFORE A NOTARY PUBLIC ON THIS  
8<sup>th</sup> day of August MONTH, A.D. 2007

Christine L. Mitchell

CHRISTINE L. MITCHELL  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires July 1, 2008

Prebby + Reffo:

Patricia A. Meyers  
36161 Zion Church Rd  
Frankford DE 19945

RECORDER OF DEEDS  
JOHN F. BRADY  
08/08/2007 03:11P  
SUSSEX COUNTY  
DOC. SURCHARGE PAID

Ex(O.I. 5)

UNITED STATES  
DISTRICT COURT  
District of Delaware  
Wilm. Division

# 149129 - ED  
October 9, 2007

NOTICE OF APPEAL  
TO  
COURT OF APPEALS, THIRD CIRCUIT

District of Delaware

COURT AS FOLLOWS:

Code	Case #	Qty	Amount
APPEALS	1-07-CV-525	1	455.00
			455.00 CA
<b>Total -&gt;</b>		<b>455.00</b>	

CIRCUIT COURT  
DOCKET NUMBER: \_\_\_\_\_

DISTRICT COURT  
DOCKET NUMBER: 07-525

DISTRICT COURT  
JUDGE: Hon. Vel non  
Joseph J. Farnan Jr.

r. Mack L. Davis &  
a et. Al.

FROM: DENNIS L. SMITH SR.

APPEAL #7-525 ← Evidence

r. Dennis L. Smith Sr. Appeal(s) to the United

States Court of Appeals for the Third Circuit from { } Judgement, { X } Order, { }

Other (specify) Manifest - Injustice Gravamen - based de facto inferior Erroneous plain

erred transparent **Memorandum order**, entered in this action on September 11,

(date)

2007 A. D.

Dated: September 11, 2007 A. D.

  
(Counsel for Appellant - Signature)

2007 OCT -9 PM 12:56

FILED  
U.S. DISTRICT COURT  
DISTRICT OF DELAWARE

Pro se

(Name of Counsel - Typed)  
P.O. Box 311  
(Address)  
Selbyville, DE 19975  
(City, State, Zip)  
(302) 732 - 3011  
(Telephone Number)

Pro se

(Counsel for Appellee)  
R.R. Box 103A  
(Address)  
Frankford, DE 19945  
(City, State, Zip)  
(302) 436 - 0227  
(Telephone Number)

Ex(01. 17)

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

DENNIS LEE SMITH, :  
: Plaintiff, : Civil Action No. 07-525-JJF  
: v. :  
: PATRICIA A. MEYERS, MACK L. :  
DAVIS, JR., STEVEN S. KREBS :  
and BARBARA KREBS, :  
: Defendants. :

MEMORANDUM ORDER

WHEREAS, the Court issued an Order (D.I. 14) requiring Plaintiff to show cause why this action should not be dismissed for failure to serve pursuant to Fed. R. Civ. P. 4(m);

WHEREAS, Plaintiff responded to the Court with a motion requesting the Court to take no further action with respect to this case (D.I. 15) and a letter (D.I. 16) intended to clarify his previous filing (D.I. 16);

WHEREAS, Plaintiff contends in both documents that he has not filed a civil complaint, and therefore, the requirements of Rule 4(m) do not apply to him;

WHEREAS, Plaintiff paid the filing fee to institute a civil action, and the Court has construed Plaintiff's opening pleading, captioned as a Motion To Prohibit, as a civil complaint;

WHEREAS, Plaintiff has offered no reason for his failure to comply with Rule 4(m), and it appears, from Plaintiff's pleadings

that he does not wish to pursue this action as a civil complaint<sup>1</sup>;

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The above-captioned action is DISMISSED.
2. All pending Motions shall be terminated in accordance with this Order.

March 5, 2007  
DATE

*Josey A. Faison, Jr.*  
UNITED STATES DISTRICT JUDGE

CERTIFIED: *3/12/08*  
AS A TRUE COPY:  
ATTEST:  
*PETER J. DALLEO, CLERK*  
BY *E. Shultz*  
Deputy Clerk

---

<sup>1</sup> Plaintiff contends that both of his filings (D.I. 15, 16) are meant to be part of his Interlocutory Appeal, USCA 07-3999, even though they were filed in this Court. Plaintiff, of course, retains the option of filing his papers with the Court of Appeals for the Third Circuit if he wishes to present them in that forum.

*Ex(D.I. 22)*IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

DENNIS LEE SMITH,	:	
	:	
Plaintiff,	:	Civil Action No. 07-525-JJF
	:	
v.	:	
	:	
PATRICIA A. MEYERS, MACK L.	:	
DAVIS, JR., STEVEN S. KREBS	:	
and BARBARA KREBS,	:	
	:	
Defendants.	:	

MEMORANDUM ORDER

WHEREAS, Plaintiff has filed a Notice of Substantive Motion For Stay (D.I. 18) requesting the Court to stay the enforcement of the Memorandum Order issued by the Court on March 5, 2008<sup>1</sup>, dismissing this action<sup>2</sup>;

WHEREAS, Plaintiff appears to suggest that the Court is divested of jurisdiction during the pendency of his interlocutory appeal, and therefore, lacked jurisdiction to dismiss his underlying lawsuit;

WHEREAS, the filing of an interlocutory appeal from an order denying a preliminary injunction does not prevent the Court from

---

<sup>1</sup> The Order was incorrectly dated March 5, 2007. Although Plaintiff alleges that the Court "backdated" the Order to suggest nefarious conduct by the Court, it is evident that the mistake in the date was no more than a clerical error as Plaintiff's case was not even opened until August 30, 2007.

<sup>2</sup> The Court has also received notice from the Third Circuit (D.I. 21) that the Motion is to be treated as a Notice of Appeal, in addition to a request for a stay.

Case 1:07-cv-00525-JJF Document 22 Filed 05/14/2008 Page 2 of 2

proceeding with the underlying action which may include the dismissal of the underlying claims; United States v. Price, 688 F.2d 204, 215 (3d Cir. 1982);

WHEREAS, Plaintiff has clearly stated that he does not wish to have this action proceed in this Court as a civil lawsuit;

WHEREAS, in any event, the elements for a stay mirror those required for granting injunctive relief, Hilton v. Braunskill, 481 U.S. 770, 776 (1987) (holding that the factors required for a stay are "(1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies"), and the Court has already concluded in the context of denying Plaintiff's Motion For Preliminary Injunction, that those factors are not met in this case;

WHEREAS, Plaintiff has also not offered any new evidence demonstrating that a stay is warranted;

NOW THEREFORE, IT IS HEREBY ORDERED that Plaintiff's Notice of Substantive Motion For Stay (D.I. 18) is DENIED.

May 14, 2008

  
UNITED STATES DISTRICT JUDGE

EX - TT

Dennis L. Smith  
P.O. Box 311  
Selbyville, Delaware 19975

August 18, 2008

Office of the Clerk  
**Ms. Marcia M. Waldron**  
\*\* **Ms. Tonya Wyche**  
\*\* **Ms. Chiquita Dyer**  
United States Court of Appeals  
for the Third Circuit  
21400 United States Court House  
601 Market Street  
Philadelphia, PA 19106 – 1790  
**Express Mail No. EQ 501386862 US**

Civil case No. 07 - 3999

Re: Mr. Dennis L. Smith / **PRO SE** vs. Ms. Patricia A. Meyers Civil Case No.: 07 - 3999. This letter is in **direct – imminent** response to **Ms. Tonya Wyche's** letter dated **August 7, 2008, which is not in accordance in the DETAILS of Federal Rule of Appellate Procedures** and also this letter will again in summary point out a past attempt of **Ms. Chiquita Dyer's** letter dated **May 13, 2008** to **illegally** deceive me ( Mr. Smith ). Therefore, All wrongful acts are in the favor of Judge Joseph J. Farnan Jr., and Appellee(s), as the Federal recorded record will show and a **Criminal Investigation / 28 U.S.C. A. § 525.**

Dear Clerk Ms. Waldron, **Ms. Wyche** and Ms. Dyer.:

Ms. Wyche in your letter dated **August 7, 2008** as mentioned above, you stated and I quote, “ This will acknowledge receipt on 8 / 7 / 08 of an original and 15 copies of your **petition** for rehearing dated **8 / 4 / 08.**”

**Filing: Method and timeliness / 25(a)(2)(B)(i).**

My response to your deceitful statement(s), as just mention in the above paragraph, which is designed to stop my Rehearing En banc, which was legally and correctly filed on **8 / 4 / 08**. Therefore, first of all, you should have stated out of fairness and justice, that on **August 7, 2008**, (IF THIS DATE IS TRUE BASED ON THE FEDERAL POST OFFICE WRONGDOINGS AGAINST MY DUE PROCESS CONSTITUTIONAL RIGHT(S)) you received my ( Mr. Smith's ) Certified Mail No. 7007 0220 0001 0621 8556. You should have stated out of fairness and justice, that my ( Mr. Smith's ) Brief / Petition / Document for rehearing en banc was also Certified Mailed on 8 / 4 / 08, because this date is a **KEY** issue concerning timely filed / Federal Rule of Appellate Procedure 25(a)(2)(B)(i). You should have stated out of fairness and justice, the word “rehearing” **and** the word “ en banc” **together**, because my “ document ” stated the words “ Rehearing En banc ” clearly on its face, but you stated only the word “ rehearing ”, which means the same **three (3)** Circuit Judges: McKee, Rendell and Smith again.

Continue on page # 2

Ms. Marcia M. Waldron  
\*\* Ms. Tonya Wyche  
\*\* Ms. Chiquita Dyer  
August 18, 2008  
Page # 2

Again, my ( Mr. Smith's ) **Brief / Petition / Document** ( Rehearing En banc ) was filed by **Certified Mail on 8 / 4 / 08**, which is also in according with Federal Rule of Appellate Procedure **25(d)(2)**., **Proof of Service** as indicated in my / this **Brief / Petition / Document 8 / 4 / 08**.

Furthermore, **POSTAGE LEGALLY PREPAID** issue - Ms. Tonya Wyche's deceitful letter dated **August 7, 2008**, **AFFIRMED** that she Received my **Brief / Petition / Document**, on this same date. Therefore, the Federal Post office **illegally** and/or by **Actionable Negligence** allowed the Court of Appeals to have my **Brief / Petition / Document** as mentioned above, without the court's **AGENT** **signing** and **printing** his or her **name** on my Certified Mail Return Receipt on **8 / 7 / 08**, because the proof is, my Certified Mail Return Receipt is stamped by the Federal Post Office **" Aug 11 2008 "** as all can see in this Exhibit below.

See Return Receipt and its **POSTAGE PREPAID** Receipt, attached as ----- **Exhibit UU**

**My response to your deceitful statement(s), in your **second paragraph**, form your letter dated 8 / 7 / 08, and I quote, " The petition has not been filed within the time set forth under the rules." Therefore, **in this case**, this petition is not about Federal Rule of Appellate Procedure **35(c)** and **40(a)(1)**., as you indicated in your deceitful letter dated August 7, 2008, but rather it is about the **METHOD OF FILING by MAIL** as indicated in Federal Rule of Appellate Procedure **25(a)(2)(B)(i)** and **25(d)(2)**. Why I am not allowed the same **DUE PROCESS RIGHTS** as a White citizen / **42 U.S.C.A. § 1981(a)**. ?**

Vs.

Ms. Tonya Wyche please keep in mind, (via) our phone conversation on **August 12, 2008**, when you said, that my petition / rehearing en banc has to be **received in the Clerk's Office by the 14<sup>th</sup> day**, but you **did not** put this understanding in writing in your August 7, 2008 letter !! -- **Furthermore, where did you get this saying FROM ? ?**

**I (Mr. Smith ) was Affirmed correct by this  
Court of Appeals' Legal Division**

Therefore, Federal Rule of Appellate Procedure **25(a)(2)(B)** and **25(d)(2)**., makes my **MAIL FILING** correct and **TIMELY FILED** as pointed out above. Furthermore, the Court of Appeals **Legal Division** via phone **AFFIRMED** that Federal Rule of Appellate Procedure **25(a)(2)(B)(i)** and **25(d)(2)**., applies to my **Petition / Petition – Rehearing En banc**. The following names are, as requested by you ( Ms. Tonya Wyche ), see below:

Continue on page # 3

Ms. Marcia M. Waldron

\*\* Ms. Tonya Wyche

\*\* Ms. Chiquita Dyer

August 18, 2008

Page # 3

1. **Ms. Wiesia Wootten** of the Court of Appeals' **Legal Division** – on **August 12, 2008**, concerning my rehearing en banc issue, Ms. Wootten, Affirmed that as long as it is **postmarked** on the last day, it is acceptable. I ( Mr. Smith ) asked, under the Rules I should be protected, the answer was YES, **fact**.
2. **Ms. Joanne Williams** of the Court of Appeals' **Legal Division** – on **August 13, 2008** Affirmed that I can use Federal Rule of Appellate Procedure **25**, concerning my **petition Rehearing En banc** as long as I filed before or on the last day by Certified Mail, **fact**.

**Please Take legal Notice:**

Federal Rule of Appellate Procedure **35(c)**, a key part to my case concerning

UNDERSTANDING, and I quote, “ ... petition for a rehearing en banc must be filed within the time prescribed... ” Also, Federal Rule of Appellate Procedure **40(a)(1)**, a key part to my case concerning UNDERSTANDING, and I quote, “ Time. Unless the time is shortened or extended by order or local Rule, a petition for panel rehearing may be filed within 14 days after entry of Judgment.”

Therefore, under Federal Rule of Appellate Procedure **25(a)(2)(B)(i)**, which clearly states, and I quote, (B) “ A brief or appendix is timely filed, however, if on or before the last day for filing, it is: (i) “ mailed to the clerk by First – Class Mail, order class of mail that is at least as expeditious, **postage prepaid**; or... ” Therefore, I ( Mr. Smith ) filed within the time prescribed, based on that fact, Circuit Judges: McKee, Rendell and Smith's Opinion and Judgment was entered on **July 21, 2008** and I Filed by Certified Mail on **August 4, 2008**, which is the last day for filing by Certified Mail postage prepaid.

I ( Mr. Smith ) have no understanding under the Rules, where **Ms. Tonya Wyche received this information from, when she said**, petition / rehearing en banc has to be received in the Clerk's Office by the 14<sup>th</sup> day, but she did not put this same understanding in writing in her **August 7, 2008 letter**, which is **Suspect / Suspicious / Bias ??**  
**--- Ms. Wyche's letter as just mentioned is attached to this letter. ---**

In the Black's Law Dictionary Sixth Edition, the definition of the word **BRIEF** means:  
 “ A written document; a letter;... ”

Continue on page # 4

**Ms. Marcia M. Waldron**  
\*\* Ms. Tonya Wyche  
\*\* Ms. Chiquita Dyer  
August 18, 2008  
Page # 4

**Ms. Tonya Wyche want me ( Mr. Smith / PRO SE ) to believe that**  
Federal Rule of Appellate Procedure 35(c) and 40(a)(1),, states that a  
petition / rehearing en banc has to be received in the Clerk's Office by  
the 14<sup>th</sup> day, This is not TRUE and/or FAIR and/or JUST, also  
UNCONSTITUTIONAL. These Rules clearly state on its face, and I quote,  
“... filed within the time prescribed....” and “ filed within 14 days after  
entry of Judgment.” This issue is about “ **Filed** ” vs. “ **Received in** ”

I, ( Mr. Smith ) **Timely Filed** my Document dated “ **8 / 4 / 08** ” as mentioned  
above, within 14 days after entry of Judgement, which is also **in accordance** with  
**Rule 40(a)(1)** and therefore your (Ms. Tonya Wyche's) letter dated August 7, 2008  
is not correct based on the Federal Rule of Appellate Procedure 35(c) and 40(a)(1),,  
which you again, **specifically - told** me (Mr. Smith) (via) phone **on August 12,**  
**2008.**

**If, based on the Truth**, therefore the Legal question is, **how long** did the Federal  
Post Office, illegally allow the Court of Appeals to have and hold my Certified  
Mail No. 7007 0220 0001 0621 8556 / **Brief / Petition / Document, postage**  
**prepaid** ?

Also, this **JUSTICE** system is illegally **DENYING** me ( Mr. Smith ), **JUSTICE** in an all **WHITE**  
**beach location**, I only want my **mutual July 12, 2006 agreement** Enforced by Federalize Code  
**42 U.S.C.A. § 1981(b)**, to uphold and edify when that day that **ALL** people of **ALL RACES**  
can actually feel as though U.S. Constitution 14<sup>th</sup> Amendment is actually **NOT JUST**  
**WRITTEN ON PAPER.**

---

Summary **past** history

Keep in mind, \*\* Ms. Chiquita Dyer deceitful letter dated May 13, 2008 as the Federal recorded

**Ms. Marcia M. Waldron**

**\*\* Ms. Tonya Wyche**

**\*\* Ms. Chiquita Dyer**

August 18, 2008

Page # 5

records will show. Keep in mind, that the Frankford, Delaware's Federal Post **illegal** and/or by **Actionable Negligence** allowed **Ms. Patricia A. Meyers / Appellee(s)** to have and hold my Certified Mail No. 7007 0220 0001 0621 8082, without signing and printing her name on my return receipt, **I have the proof, which is Affirmed by the Federal Post Office in written**. Keep in mind, Judge Joseph J. Farnan Jr's September 11, 2007 Memorandum Order, which twisted the truth as the Federal recorded records will show. This Judge is of the United States District Court of Wilmington, Delaware and I ( Mr. Smith )Appealed, his deceitful twisted de facto erroneous Order on October 9, 2007.

Based on the **Serious Nature** of my ( Mr. Smith's ) Constitutional Right(s) / **DUE PROCESS RIGHTS** , still continuing to be violated, therefore I am requesting a Criminal Investigation and copies of this letter will be enclosed **as Exhibit TT**, to all parties involved in my request for a Criminal Investigation. As well, I feel truly compelled to have the U.S. Attorney's Office of Eastern District of Pennsylvania to intervene in the least hereunder; **28 U.S.C.A. § 535.**, and **42 U.S.C.A. § 1985(3).**, conspiracy.

Respectfully Submitted,



Mr. Dennis L. Smith

Cc: See Attached " **Certificate of Service** "

**In And For  
The 03<sup>rd</sup> Judicial Circuit  
Of  
These United States**

Mr. Dennis L. Smith Sr.

:  
: C.A. No. 07 - 3999

Appellant,

:  
:

vs.

: Re; Equal - Right(s);  
: In ref: Vindication of civil Right(s)  
: Here - under; 42 U.S.C.A. § 1988.  
: This is not a lawsuit. The sole purpose  
: of this is to simply constitutionally  
: enforce 42 U.S.C.A. § 1981(b). under  
: the Law.

Ms. Patricia A. Meyers, and her son  
Mr. Mack L. Davis Jr., and all of her  
sibling(s),

:

Mr. Steven S. Krebs, and his mother  
Ms. Barbara Krebs and any other  
person(s) who Attempt, to "ILLEGALLY  
- "OBSTRUCT - Power of Attorney  
Document Book / No. 00776 page;  
041 Legal Dated 10-27-03 of the  
Sussex County Delaware Office of the  
{Incumbent} recorder of Deed(s) }

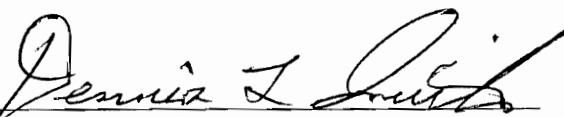
:

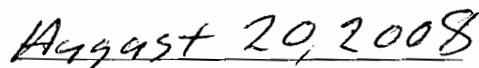
Appellee(s).

:

**AFFIDAVIT OF DENNIS L. SMITH**

The, preceding - indelible truthful - statement(s) in my **Letter dated August 18, 2008 Express Mail No. EQ 501386862 US**, are true to the best of my knowledge and belief(s);  
of; Dennis L. Smith and are in full vehement compliance / Compliance(s) Here- with /  
Here - under; 28 U.S.C.A. § 1746, and 18 U.S.C.A. § 1621.

  
Dennis L. Smith

  
Date

### CERTIFICATE OF SERVICE

I hereby certify that the original and three copies of my **Letter dated August 18, 2008** **Express Mail No. EQ 501386862 US**, have been Express mailed or hand delivered on this 20 day of August 2008, to the United States Court of Appeals, Third Circuit and to Appellee(s) at the following addresses in my letter for a Criminal Investigation only, this letter dated August 18, 2008 will be enclosed as **Exhibit TT**, to all parties involved.

The Third Judicial – Circuit of Federal – Appeal(s)  
Ms. Marcia M. Waldron  
21400 United States “Court – House”  
601 Market Street  
Philadelphia, PA 19106 – 1790  
**Express Mail No. EQ 501386862 US**

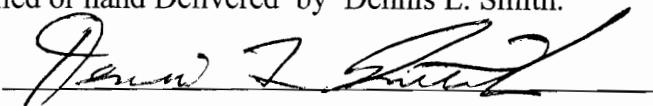
Mr. Peter T. Dalleo  
Office of the Clerk  
United States District Court  
844 N. King Street, Lockbox 18  
Wilmington, Deaware 19801 - 3570

Ms. Patricia A. Meyers, and her Son,  
Mr. Mack L. Davis Jr., and  
all of her sibling(s)  
RR 4 Box 103A  
Frankford, Delaware 19945

Mr. Steven S. Krebs and  
his Mother Ms. Barbara Krebs  
P.O. Box 796  
Selbyville, Delaware 19975

For Verification purpose(s) only;  
John Brady  
Recorder of Deeds  
2 The Circle  
P. O. Box 827  
Georgetown, Delaware 19947

All mentioned above, certified mailed or hand Delivered by Dennis L. Smith.



Dennis L. Smith

OFFICE OF THE CLERK

MARCI M. WALDRON

CLERK

UNITED STATES COURT OF APPEALS

TELEPHONE

215-597-2995

FOR THE THIRD CIRCUIT  
21400 UNITED STATES COURTHOUSE  
601 MARKET STREET  
PHILADELPHIA, PA 19106-1790

Website: <http://www.ca3.uscourts.gov>

August 7, 2008

Mr. Dennis Lee Smith  
P.O. Box 311  
Selbyville, DE 19975

Re: Smith vs. Meyers  
Docket No: 07-3999

Dear Mr. Smith:

This will acknowledge receipt on 8/7/08 of an original and 15 copies of your petition for rehearing dated 8/4/08.

The petition has not been filed within the time set forth under the rules. As such a motion to file out of time is required. Federal Rules of Appellate Procedure 35(c) and 40(a)(1).

**Pursuant to 3rd Cir. LAR Misc. 107.3, if the Court finds that a party continues not to be in compliance with the rules despite notice by the Clerk, the Court may, in its discretion, impose sanctions as it may deem appropriate, including but not limited to the dismissal of the appeal, imposition of costs or disciplinary sanctions upon a party or counsel.**

**The above deficiencies must be corrected within fourteen (14) days from the date of this letter. The deficiencies may be corrected by either coming to the Clerk's office to make such corrections or by filing an amended/corrected document with motion for leave to file the amended/corrected document. If the deficiencies are not corrected within the time stated, the document will be submitted to the Court for action including the imposition of sanctions.**

Very truly yours,  
Marcia M. Waldron, Clerk

/s/ Tonya Wyche  
By: Case Manager  
Direct Dial 267-299-4938

Ms. Tonya Wyche's deceitful letter dated August 7, 2008, AFFIRMED, and I quote, "This will acknowledge receipt on 8/7/08 of an original and 15 copies of your petition for rehearing dated 8/4/08." Also, AFFIRMED, that the Federal Post office acted illegally and/or by Actionable Negligence, see below.

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) <u>Keith Lombardo</u> B. Date of Delivery</p> <p>C. Signature <u>Keith Lombardo</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: AUG 11 2008 PHILA PA 19106</p> <p>E. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:  <b>The Third Judicial Circuit of Federal - Appeal(s)</b>  <b>MS. Marcia M. Waldron</b>  <b>21400 United States Court - House</b>  <b>601 Market Street</b>  <b>Philadelphia, PA 19106-1790</b></p>		<p>2. Article Number (Copy from service label) <b>7007 0220 0001 0621 8556</b></p>	
PS Form 3811, July 1999		Domestic Return Receipt 102595-99-M-1789	

7007 0220 0001 0621 8556

<p><b>U.S. Postal Service™</b>  <b>CERTIFIED MAIL™</b> RECEIPT  <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p> <p>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></p> <p><b>OFFICIAL USE</b></p>	
<p>Postage \$ <b>4.00</b></p> <p>Certified Fee \$ <b>2.70</b></p> <p>Return Receipt Fee \$ <b>2.20</b></p> <p>(Endorsement Required)</p> <p>Restricted Delivery Fee \$ <b>2.20</b></p> <p>(Endorsement Required)</p> <p>Total Postage &amp; Fees \$ <b>9.90</b></p>	<p>Sent to the Third Judicial Circuit of Federal - Appeal(s)  <b>MS. Marcia M. Waldron</b>  <b>21400 United States Court - House</b>  <b>601 Market Street</b>  <b>Philadelphia, PA 19106 - 1790</b></p>

PS Form 3800, August 2006  
See Reverse for Instructions

**SELBYVILLE POST OFFICE**  
**SELBYVILLE, Delaware**  
**199759998**  
**3379300975 -0098**  
**(302)436-8044 03:23:00 PM**

Product Description	Sale Qty	Unit Price	Final Price
PHILADELPHIA PA 19106			\$6.45
Zone-1 Priority Mail			
4 lb. 1.50 oz.			
Return Rcpt (Green Card)			\$2.20
Certified			\$2.70
Label #:			70070220000106218556
<hr/>			
Issue PVI:			\$11.35
SELBYVILLE DE 19975			\$4.80
Zone-0 Priority Mail			
13.30 oz.			
Return Rcpt (Green Card)			\$2.20
Certified			\$2.70
Label #:			70070220000106218587
<hr/>			
Issue PVI:			\$9.70
GEORGETOWN DE 19947			\$3.04
Zone-0 First-Class			
Parcel			
12.00 oz.			

Illegal and/or  
Actionable Negligence  
by Federal Post Office

Exhibit C

U.S. POSTAGE  
SELBYVILLE, DE  
19970-405  
AMOUNT  
**\$9.70**



0000  
1986:

FIRST CLASS



FIRST CLASS



70008 1300 0001 1030 1634

**First Class Mail**

Dennis Smith  
P.O. Box 311  
Selbyville, Del. 19975

Mr. Peter T. Dalleo  
Office of the Clerk  
United State District Court  
844 N King Street, LockBox 18  
Wilmington, Del. 19801-3510